



Invitation to Re-Bid (Specific Packages as listed below)
Eastern Connecticut State University
Fine Arts Instructional Center
State Project No. BI-RW-295-CMR
Barr & Barr Inc. Project No. 12-224

1. Notice to Bidders

- a. Sealed bids shall be submitted in triplicate on Bidder's Company Letterhead for the bid packages listed below addressed to Gary Collette, Senior Project Manager, Barr & Barr, Inc. 32 Hampden Street, Springfield Ma 01103, will be received until 10:00 AM on May 29, 2013. All bids will be opened publicly and read aloud shortly thereafter. Specific questions regarding bidding procedures, project scope and site visits may be directed in writing **only** (telephone inquiries will **not** be accepted) to Gary Collette at gcollette@barrandbarr.com. Each sealed envelope containing a bid must be marked on the outside with the following information:
 1. Title of Project – ECSU Fine Arts Instructional Center
 2. Bid Package Number and Description to which Bidder is responding
 3. Name and Address of Bidder, Phone Number and Email Address
- b. In accordance with C.G.S. 4a-100, 4b-91, and 4b-101, a trade subcontractor submitting a bid in excess of \$500,000 **is required to submit their DAS Update Statement with their bid. Failure to do so will result in disqualification from the process.** All lower tier subcontractors must be pre-qualified at the time of performance of their work. For any questions regarding these requirements, please visit the DAS website at www.das.state.ct.us or call (860)-713-5100.
- c. Each bid in excess of \$50,000 must also be accompanied by a bid security in the form of a bid bond or certified check in an amount not less than ten percent (10%) of the total amount of the base bid. If the bidder is a small business contractor or minority business enterprise, in lieu of a bid bond it may submit a letter of credit in an amount equal to ten percent (10%) of the total amount of bid if bid is \$100,000 or less and a letter of credit in an amount equal to twenty-five percent (25%) if the value of the bid is greater than \$100,000.
- d. **Set-Aside Requirements:** Please take note that certain Bid packages are identified to be deemed for the Small Business Set-Aside Program **ONLY**. Bidders shall be responsible to award not less than 25% of the cost of construction to subcontractors that are certified and eligible to participate under the State of Connecticut Set Aside program for small, minority and women owned business enterprises including 25% of this amount (or 6.25% of construction) that must be awarded to certified and eligible minority and/or women owned enterprises, in accordance with Connecticut General Statutes section 4a-60g through 4a-60i. This requirement must be met even if the Bidder is certified and eligible to participate in the Small Business Set-Aside Program. Subcontractors shall compile 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 subcontractor approval.

- e. The bidder shall possess experience in projects of similar nature and scope.
- f. This Supplemental Instructions document is specifically issued as part of the Construction Documents dated 3/29/1 and Addendum 1, 1A, 2, 3, and 4 by The S/L/A/M Collaborative for the bidding of the following bid packages:**
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| ○ Bid Package BP-009R2- SBE Set Aside | Architectural Millwork Installation |
| ○ Bid Package BP-011R2- SBE Set Aside | Composite Wall Panels |
| ○ Bid Package BP-012R2 | Roofing |
| ○ Bid Package BP-014R1- SBE Set Aside | Through-Penetration Firestop System |
| ○ Bid Package BP-015R3 | Doors, Frames and Hardware |
| ○ Bid Package BP-015AR1 | Door and Hardware Installation |
| ○ Bid Package BP-018R1 - SBE Set Aside | Gypsum Plastering |
| ○ Bid Package BP-024R1 | Acoustical Wall Panels |
| ○ Bid Package BP-027R2 | Division 10 Specialties |
| ○ Bid Package BP-039R1 | Wheel Chair Lifts |
- g. There will be a no pre-bid meeting.
- h. Sets of the plans and specifications must be ordered and reserved prior to pick-up and may be obtained at Joseph Merritt & Company, Waterbury Ct., New England Blueprint, Springfield, Ma., at subcontractors' cost, and can be accessed in the Barr and Barr plan room at www.barrandbarr.com password ECSUFINEARTS. Bidder must review the Barr & Barr Project Manual for all pertinent information regarding schedule, logistics, subcontract, quality control, IAQ plan and any other information that will be required of this bidder in the completion of their work.**
- i. This project is being performed under the Construction Management at Risk (CMR) form of construction with Barr & Barr acting as the Construction Manager representing the Owner. Each trade contractor's subcontract will be with Barr & Barr.
- j. The requirements for prevailing wage rated as outlined in Connecticut General Statutes are to apply to the contract award. See attached Rates in Section 00 73 46. The subcontractor is to project rates to the end of the project in their bids. The successful bidder is required to execute an Agreement between Barr & Barr, Inc. and the subcontractor in accordance with the sample Subcontract Agreement and all associated Schedules attached in these Supplemental Instructions, included as part of the Contract Documents, without exception.
- k. No oral, telephone or telegraphic proposals will be considered. All bids shall be considered for an acceptance period of one hundred eighty (180) days from the dated proposals are received.
- l. The Construction Manager reserves the right to reject and or all bids, without stating reasons therefore, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any bidder if the Construction Manager believes that it would not be in the best interest of the Owner or the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner and/or Construction Manager. The owner and/or Construction Manager reserves the right

to waive informalities and to negotiate contact terms with one or more bidders without reopening the bidding process insofar as such negotiations are not violative of applicable competitive bidding statutes or law. In evaluating bids, the Owner and/or Construction Manager will consider the qualifications of the bidder whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Form of Bid or prior to Notice of Award. The Owner and/or Construction Manager may consider the qualifications and experience of subcontractors and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided by the bid documents. The Owner and/or Construction Manager reserves the right to require, prior to Notice of Award, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including financial resources, present commitments, and experience of the bidder in performance of comparable work.

- m. Bid Security, Payment and Performance Bonds will be required in the amount of 100% of the contract award, provided by a surety licensed to do business in the State of Connecticut, on form and format as contained within these specifications. Sufficient insurance as described within the sample Trade Contract Agreement will be required.

2. Bidding Qualifications

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

- a. Each bidder shall demonstrate, to the satisfaction of the Construction Manager, that an eligible and reputable surety is prepared to issue on behalf of bidder (if awarded) payment and performance bonds as described above.
- b. All bidders for each bid package shall submit a completed bidder qualification statement demonstrating that they are qualified. The construction manager reserves the right to find any bidder to be non-responsible, notwithstanding the fact that the bidder may have been previously found to be qualified.
- c. Determination of the lowest responsible, qualified bidder shall include but not necessarily be limited to: compliance with all requirements set forth in this instructions to bidders and related documents, price; achievement of applicable small business, minority and/or women labor goals, financial ability to perform the contract; integrity, trustworthiness, honesty, acceptance of the terms and conditions of the subcontract; skill, judgment and experience; promptness – bidder must agree to complete their work within the specified time period per the attached schedule; prior performance; availability of the necessary facilities, labor, and equipment to perform the contract; special factors such as the laws and ordinances relating to the contract, suitability or adaptability of the products or services to the particular use required; and Experience Modification Rating (EMR) in an acceptable range.
- d. The bidder must show or be able to demonstrate to the satisfaction of the construction manager and the State of Connecticut that the bidder possesses the ability and capacity to successfully complete the project through the satisfactory of past performance of work of a similar size, scope, and comparable dollar value to that of the subject work/projects (Representative Projects). **The**

Bidder must provide a list of projects similar to this project performed within the last 5 years.

- e. If requested, this bidder shall furnish references substantiating that it has satisfactorily and timely completed work on representative projects.
- f. The bidder shall have a record of harmonious relationships with contractors and subcontractors on prior public projects or other projects where the bidder may have performed.
- g. The bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA, or any standard, order of regulation promulgated pursuant to such act, during the 3-year period preceding any bid which may be submitted. Construction manager reserves the right to review and citations issued by OSHA and regardless of the number of citations issued, reject a bid.
- h. The bidder, or any entity in which it has an interest, shall not have appeared on any of the following lists within the last three years from the date of this solicitation:
 - 1. List published by the Connecticut State Labor Commission of persons or firms whom it has found to have disregarded their obligation under Connecticut General Statutes Section 3—35 and 31-76c to employees and subcontractors on public works projects.
 - 2. Debarment list for federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2 or other debarment laws or regulations.
- i. Bidder or its principals shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy or other offenses arising out of the submission of bids or proposals on any project or contracts.
- j. Bidder must describe its ownership, management and corporate (if applicable) structure and status over the past 3 years, noting whether it or any of its principals have filed any bankruptcy petitions within that time.
- k. Bidder shall disclose all past and pending arbitration and litigation cases that the bidder has been involved in for the most recent five years. Acceptability of bidder based in this disclosure shall lie solely with the owner and construction manager.
- l. Prior to award, the construction manager reserves the right, but shall not be obligated to meet and review the completeness and responsiveness of the bid of one or more of the apparent low bidder(s). Questions concerning bidder experience, responsibility, qualifications, current minority contracting and labor approach, and any other matters of pertinence to any selection criteria may be discussed at this meeting.

3. BID FORM

The Bid Form is include in the bid documents and shall be submitted as an original form plus two (2) copies. **No bids will be accepted unless they are submitted on this form.** Bids must include all required items as outlined in the bid form. Faxed bids will **not** be accepted. Combination bids will **not** be accepted.

Bid to be Lump Sum with no qualifications, assumptions or escalation clauses allowed. The owner and construction manager reserve the reserve the unrestricted right to waive any technical defects, for formalities, informalities in bids and to any or all bids.

Submission of a bid by a bidder signifies that the bidder will sign construction manager's subcontract agreement (if awarded) Without Alteration. Refusal to sign or exceptions taken to the Subcontract Agreement during or after bidding will give construction manager the right to reject the bid and construction manager reserves all its rights as a result of said rejection including recovery of the Bid

Security from bidder. A copy of the subcontract agreement is enclosed with the bid package. Subcontractor must sign construction manager's subcontract agreement and provide applicable payment and performance bonds and insurance within ten (10) days of issuance of the subcontract or the subcontract will be voidable by the construction manager.

4. Completeness of Bids

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

5. Schedule

Time is of the essence of the subcontract. Completion of work included in the subcontract in accordance with the Project Schedule is absolutely essential to the use and occupancy of the project for the owner's operations. Bidder is to include in its quotation all costs required to meet the attached schedule. Bidders' quotation shall set forth detailed schedule, including shop drawings, deliveries and field installation as proposed to meet the schedule. The bidders schedule shall be compatible with the construction manager's attached schedule.

All bidders are to thoroughly familiarize themselves with the construction schedule duration. Because of the size and scope magnitude of the project, it is expected that multiple mobilizations as well as overtime will be required at certain points during the project schedule in order to meet the end date. Consideration for this must be taken into account within the bidders' proposal. Bidder must have the manpower and equipment required to comply with the aggressive schedule. Receipt of a bid from a bidder will be acknowledgement that the bidder can meet the proposed schedule and has included in his bid the necessary resources to comply with same.

Should a subcontractor fall behind the schedule through any fault or act or failure to act on the part of the subcontractor, or its agents or sub-subcontractors, it shall add manpower and/or work overtime as required by the construction manager in order to regain schedule. The subcontractor must submit a recovery schedule, indicating the additional manpower and/or overtime required to recover the time lost due to their delay. This schedule must be submitted to the construction manager within twenty-four (24) hours of the manager's request. No compensation for such overtime or added manpower will be made. Should the subcontractor fail to make up for the time lost by reason of such delay, the construction manager shall have the right to cause other subcontractors to work overtime and to take whatever other actions it deems necessary to avoid delay in the completion of the work and of the

project. The cost of such overtime and/or such other action shall be borne by the offending subcontractor. If subcontractor is required by the construction manager to work overtime for the convenience of the project, such overtime premium costs will be compensated except that no overhead or profit will be allowed on the premium portion of these costs.

The construction schedule and logistics plan included with these bid documents is intended to show general sequence of work and their durations. It is not intended to show every trade or every activity and trades must schedule their work so that succeeding trades can begin and complete their work in the time allotted. All start and finish dates are approximate and may change due to evolving information or unforeseen conditions. However, all schedule durations must be maintained. All costs necessary to maintain the project schedule, including shift work, overtime work and any and all winter protection, if required, are to be included in the base bid. All subcontractors are obligated to participate and cooperate in the on-going development of the detailed master construction schedule based on the milestone dates set forth in the schedule included with this bid package. All subcontractors shall be prepared to produce resource loaded schedules upon request from the construction manager.

6. Parking and Access

On-site parking is not available except for foremen's company vehicles. This parking is to be coordinated with the construction manager's site superintendent. The owner has made arrangements for parking at a distant lot. Carpooling from the lot is encouraged in a safe manner.