



Volume 1 of 1
Construction Manager at Risk (CMR)
Request For Proposals (RFP)



Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106

CMR RFP Release Date to Shortlisted CMR Proposers:
Thursday, May 12, 2016 after 1:00 PM.



Section 00 00 00 Introductory Information - CMR RFP

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
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Table of Contents
CMR Request For Proposals (RFP) - Volume 1 of 1

Section	Title	No. of Pages
00 00 00 00	Title Page - CMR Request For Proposals (RFP) - Volume 1 of 1	1
00 00 00	Introductory Information - CMR RFP	1
00 00 01.2	Table of Contents - CMR RFP	1
00 10 00	Solicitation - CMR RFP	1
00 11 19.2	CMR Request For Proposals (RFP)	4
00 20 00	Instructions For Procurement - CMR	1
00 24 19.2	Project Scope, Proposal Submittal Requirements, Evaluation & Selection Procedures - CMR RFP	18
00 25 16.2	Pre-Proposal Meeting For Shortlisted CMR Proposer Review	2
00 30 00	Available Information - CMR	1
00 31 16.2	Available Information for CMR Proposer Review	3
00 40 00	Procurement Forms And Supplements - CMR	1
00 42 23	CMR Cost Proposal Form	9
00 50 00	Contracting Forms And Supplements - CMR	1
00 52 23	CMR Agreement	40
00 52 23.1	Exhibit A CMR GMP Amendment	4
00 52 23.2	Exhibit B CMR - GMP Cost Allocation Guide	6
00 52 23.3	Exhibit C General Conditions And Supplementary Conditions – CMR (See Section 00 70 00 of this CMR RFP)	1
00 52 23.4	Exhibit D Work Authorization Order (WAO)	2
00 52 23.5	Exhibit E Form of Bonds	6
00 52 23.6	Appendix I Administrative and Statutory Requirements	11
00 54 13	CMR Preconstruction Phase Supplemental Scope of Services	11
00 60 00	Project Forms – CMR (Not Used)	-
00 70 00	Conditions Of The Contract – CMR [CT DCS website access instructions for 00 72 23 General Conditions Of The Contract For Construction (CMR) and 00 72 23.1 Supplementary Conditions Of The Contract For Construction (CMR)]	2
01 00 01	General Requirements - CMR [CT DCS website access instructions for 01 00 01 General Requirements – CMR]	2

End

Table of Contents
CMR Request For Proposals (RFP) - Volume 1 of 1



Section 00 10 00 Solicitation - CMR RFP

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
*CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106*



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

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106



May 05, 2016

Via Email: May 05 2016

Attention: **Giordano Construction Co., Inc.**
1155 Main Street
Branford, CT 06405

Attn: Michael F. Giordano
Email: mfg@giordanomail.com

KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

Attn: Sierra Fournier
Email: sfournier@kbebuilding.com

Newfield Construction, Inc.
225 Newfield Avenue
Hartford, CT 06106

Attn: Diana Colcord
Email: DianaColcord@newfieldconstruction.com

PDS Engineering & Construction, Inc.
107 Old Windsor Road
Bloomfield, CT 06002

Attn: Dan Jodice
Email: danj@pdsec.com

Project No.: **BI-RW-329 CMR**
Reference: **Construction Manager at Risk (CMR)**
Request for Proposals
Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT

Dear Shortlisted CMR Proposer:

I am pleased to inform you that your Firm has been Shortlisted by the CT DAS / 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 Volume 1 of 1 Release Date and Time to Shortlisted CMR Proposers:**
After **1:00 P.M., Thursday, May 12, 2016** all Shortlisted CMR Proposers can download the **CMR RFP Volume 1 of 1** for the above Project from the DCS Website by clicking on the following link.
<http://www.ct.gov/dcs/cwp/view.asp?a=4170&q=579924>
- 1.1 Please **REPLY** to peter.babey@ct.gov and confirm the successful download of the **CMR RFP Volume 1 of 1 (Dated: 05.12.16)** for the above Project.
2. **Mandatory CMR Pre - Proposal Meeting and Tour of the Existing Building & Site:**
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, and Agency Representative(s) and to tour of the **existing building and** site. The CMR Pre-Proposal Meeting is scheduled as follows:
Date: **May 18, 2016**
Start Time: **10:00 AM**
Location: **Student Center Lobby**
Eastern Connecticut State University
Willimantic, CT

An Affirmative Action/Equal Opportunity Employer



- 2.1 At the **Mandatory CMR Pre - Proposal Meeting and Tour of the Existing Building & Site** all Shortlisted CMR Proposers shall be given a Disk that contains information pertaining to the existing building & site.
- 2.2 **Registration:** Shortlisted 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.
- 2.3 **Questions:** For all questions regarding the **CMR RFP** and/or the **CMR Pre-Proposal Meeting** please **only contact the following:**
- Contact:** [Todd S. Lukas, CT DCS Project Manager](#)
Email: todd.lukas@ct.gov
Phone: (860) 713-5753
- Or
- Contact:** [Daniel Robertson - CT DCS Assistant Project Manager for the Project](#)
Email: Daniel.Robertson@ct.gov
Phone: (860) 713-5830

Very truly yours,

Randy Daigle, CT DCS Project Manager, CT DCS Office of Process Management – QBS Unit

Attachments: 1. Travel Directions 2. Parking Issues

cc: A.V. Herring - CT DCS Chief Engineer allen.herring@ct.gov
D. Barkin - CT DCS Chief Architect david.barkin@ct.gov
J. Cassidy - CT DCS Director of Project Management joseph.cassidy@ct.gov
E. Pizzoferrato - CT DCS ADPM for the Project emilio.pizzoferrato@ct.gov
T. Lukas - CT DCS Project Manager todd.lukas@ct.gov
D. Robertson - CT DCS Assistant Project Manager Daniel.Robertson@ct.gov
R. Keech - ECSU Agency Representative keechr@easternct.edu
K. Epstein – BOR 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



Travel Directions To:

Eastern Connecticut State University, Willimantic, CT

- **From Hartford:**
I-84 East. I-384 east to Route 6. Route 6 east to intersection of Routes 6 and 66. Left on Route 6 to second exit (High Street). Turn right onto High Street to campus entrance, 1/2 mile on right.
- **From Springfield, Mass. and Points North:**
I-91 south to Route 291 (Exit 35). Route 291 east to Route 384. I-384 east to Route 6. Route 6 east to intersection of Routes 6 and 66. Left on Route 6 to second exit. Turn right onto High Street to campus entrance, 1/2 mile on right.
- **From Boston, New Hampshire and Vermont:**
I-90 west (Mass. Pike) to I-395 (Exit 10). I-395 south to Route 6 (Exit 91). Route 6 west to intersection of Routes 6 and 66. Right on Route 6 to first exit. Turn left at next two lights. Campus is 1/2 mile on right.
- **From Providence and Points East:**
Route 6 west to North Windham. Bear right onto Route 6 highway to first exit. Turn left at next two lights. Campus is 1/2 mile on right.
- **From Norwich and New London:**
Route 395 north to Route 2 (Exit 81 W). Route 2 west to Route 32 (Exit 25). Route 32 north to Route 66 west. Turn right onto Jackson Street. Turn left onto Valley Street. Turn right onto High Street to campus entrance on left.
- **From New York City and Points South:**
I-95 north to I-91. I-91 north to I-84 (Exit 29). I-84 east to Route 384 (Exit 59). Route 384 east to Route 6. Route 6 east to intersection of Routes 6 and 66. Left on Route 6 to second exit. Turn right onto High Street to campus entrance, 1/2 mile on right.
- **From Central New York State and Points West:**
I-84 east to Route 384 (Exit 59). Route 384 east to Route 6. Route 6 east to intersection of Routes 6 and 66. Left on Route 6 to second exit. Turn right onto High Street to campus entrance, 1/2 mile on right.
- **The CMR Pre - Proposal Meeting shall take place at Shafer Hall.**
- **Visit: <http://www.easternct.edu/> to access campus map.**
- **Parking is available.**

END
Section 00 11 19.2
CMR Request for Proposal



**Section 00 20 00
Instructions For Procurement – CMR RFP**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106**



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

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106**



1.0 Connecticut Department of Administrative Services (DAS):

The Connecticut Department of Administrative Services (DAS), Division of Construction Services (CT DCS) is comprised of three (3) Offices that shall provide the following types of design, construction, and building / fire code services for State Capital Projects:

1.1 Division of Construction Services (DCS):

1.1.1 Office of Capital Planning, Design and Construction: The Office of Capital Planning, Design and Construction is comprised of the following Offices:

.1 Office of Process Management & QBS Unit: 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 for State Capital Projects.

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

1.1.2 Office of State Building Inspector (OSBI): The OSBI is the 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.

1.2.1 Office of State Fire Marshal (OSFM): The OSFM is the 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-RW-329 CMR
Project Name:	Goddard Hall - Communications Renovation
Project Location:	Eastern Connecticut State University New Haven, CT
Cost Of The Work Budget:	\$20,000,000.00
Construction Phase	710 Calendar Days (Construction Start Date to Substantial Completion Date.)

2.1 Summary Project Description:

This Project's Scope of Work shall include, but not be limited to, the following:

2.1.1 General:

The structure consists of two connected wings: Goddard and Communications, that currently house the Communications and Health and Physical Education programs. The project involves the renovation and upgrades to: HVAC systems and controls, electrical and data infrastructure, elevator replacement, exterior windows, doors and storefronts, minor interior space modifications, and updates to interior finishes throughout, and toilet room renovations. The project may include the modification of the existing connecting space between the two buildings.

- .1** General classrooms, Communications (media) spaces, HPE labs, faculty and support spaces, student support spaces etc;
- .2** Goddard: 1967 two storey, 44,245 sf, steel and concrete structure with brick veneer, flat EPDM roofing;
- .3** Communications: 1975 two storey, 36,498 sf, steel and concrete structure with brick veneer, flat built up roofing.;
- .4** The location is within an active campus and will have limited site lay-down area(s) and a confined project area;
- .5** The programming has been developed and approved by the university and will be made available to prospective constructors. Flexibility for updates to technologies shall be considered;
- .6** A study of the building(s) has been performed and a hazardous material abatement program will be enacted at the beginning of construction;

**2.1.1 General:** (Continued)

- .7 Within the Communications building, the campus (secondary) data center must be protected and active throughout the project;
- .8 The project is funded through the CSUS 2020 Bond program;
- .9 The duration of the design phase (SD through Bid documents) is 12 Months;
- .10 The construction will be phased: Communications is expected to begin construction in the Summer of 2017 with an 11 month duration; Goddard will begin concurrent with move-in of Communications (summer of 2018) with an 11 month duration. Each portion of the building will be vacated during construction;
- .11 New systems will be installed in phase one to serve both wings while the existing systems will be maintained to occupy phase II during phase I.

2.2 Hazardous Materials Abatement:

Hazardous materials abatement will be required as a part of this project. A study shall be performed by the State to identify the extents and locations of materials.

2.3 Interior Demolition Requirements:

Complete demolition of interior masonry walls, partitions, windows, doors, mechanical and electrical systems.

- .1 Prior to demolition, the project will require an asbestos abatement project to remove hazardous materials as identified.

2.4 Available Documents:

For Available Documents applicable to this CMR RFP see :

- Section 00 31 16.2, Available Documents for Shortlisted CMR Proposers Review** of this CMR RFP for the Step-by-Step Instructions on how-to access the "Available Documents" by a File Transfer Protocol (FTP).
- Section 00 31 16.2, Available Documents for Shortlisted CMR Proposers Review** of this CMR RFP. The DCS Project Manager shall distribute a disk at the CMR Pre-Proposal Meeting (see 00 11 19.2 for Meeting details) that contains information with regard to the existing building and site.

2.5 Project Labor Agreement (PLA):

- A **Project Labor Agreement (PLA)** is not required for this Project.
- A **Project Labor Agreement (PLA)** is required for this Project.
Pursuant to CGS §31-56a et seq., a public entity, which includes any agency of the State, may require a project labor agreement for any public works project when such public entity has determined, on a project-by-project basis and acting within its discretion, that it is in the public's interest to require such an agreement. A project labor agreement is a prehire agreement covering the terms and conditions for all persons who will perform work on a specific public works project. By the terms of the statute, in arriving at its determination, the public entity may consider the effects a project labor agreement may have on (1) the efficiency, cost and direct and indirect economic benefits to the public entity; (2) the availability of a skilled workforce to complete the public works project; (3) the prevention of construction delays; (4) the safety and quality of the public works project; (5) the advancement of minority and women-owned businesses; and (6) employment opportunities for the community. In addition to other terms and conditions, the project labor agreement shall include the provisions set forth in subsection (c) of the afore mentioned statute. DAS is in the process of determining whether it is in the public's interest to require such an agreement for this Project. In the event that a project labor agreement is required for this Project, the duties of the CMR in connection with the agreement are set forth in Article 2, Section 2.1.10 of the Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP).



2.6 Commissioning (Cx):

Commissioning (Cx) is **not** required for this Project.

Commissioning (Cx) **is** required for this 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 for the Construction Documents (CD) Phase, the Construction Phase, and Post Building Occupancy.

2.7 High Performance Building Construction:

High Performance Building Construction is **not** required for this Project.

High Performance Building Construction **is** required for this Project.

This Project shall be designed and constructed in accordance with the requirements of **Regulations of Connecticut State Agencies (RCSA) 16a-38k – "Establishment of High Performance Building Construction – 2009"**.

RCSA 16a-38k reference the "**Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings (September (2011))**" that provides supplemental guidelines.

Both of the above documents are available from Department of Energy and Environmental Protection (DEEP) website www.ct.gov/deep, then click on the **Energy** link, then click on **Energy Efficiency** link.

2.8 Building Information Model (BIM):

BIM is **not** required for this Project.

BIM **is** required for this Project:

DCS anticipates that the CMR will use a Building Information Model (BIM) to prepare the coordination drawings and for clash detection. See **Subsection 8.7 - Building Information Model** of Section **00 54 13 CMR Preconstruction Phase Supplemental Scope of Services**.

3.0 Proposed Key Milestone Schedule:

The following **Proposed Key CMR Milestone Schedule** includes the proposed "Key Milestone" dates for this Project and is issued by the CT Department of Administrative Services (DAS(- Division of Design & Construction, Office of Process Management, to all Shortlisted CMR Proposers.

Note: It is not the intent of the Proposed Key Milestone Schedule to include every potential Milestone of the Project.

Item No.	Proposed Key Milestone Schedule	Day of Week Date
3.1	CMR Request for Proposals (RFP) emailed to the Shortlisted CMR Proposers (with CMR RFP Release Date / Time):	Thursday 05.05.16
3.2	CMR Request for Proposals (RFP) Release Date to CMR Proposers: .1 See Section 00 11 19.2 CMR Request For Proposals (RFP) for details.	Thursday 05.12.16
3.3	CMR Pre-Proposal Meeting & Site Tour Date: .1 See Section 00 11 19.2 CMR Request For Proposals (RFP) for details.	Wednesday 05.18.16



3.0 Proposed Key Milestone Schedule (continued):

Item	Proposed Key Milestone Schedule (Continued)	Day of Week Date
3.4	Last Date For Shortlisted Proposers to Submit Questions Regarding CMR RFP	Wednesday 06.01.16
3.5	Last Date for DCS to issue an CMR RFP Addendum:	Thursday 06.09.16
3.6	CMR Best Value Proposal Due Date / Time: .1 CMR's shall deliver their CMR Best Value Proposal to the State Office Building, 165 Capitol Ave, Hartford, CT, Fourth (4th) Floor, Room 478 by 1:00 PM .	Thursday 06.23.16
3.7	CMR RFP Qualitative Criteria Components Review Meeting with Selection Panel Members, PM, and A/E: .1 Review Panel Screening Mtg. Room Location Fourth (4th) Floor, Room 478, 165 Capitol Ave, Hartford, CT at 9:00 AM.	Tuesday 06.28.16
3.8	CMR Presentations and D-B Panel Evaluations of the Qualitative Criteria Components Proposal, the State Office Building, 165 Capitol Ave, Hartford, CT, Fifth (5th) Floor, Room 532: .1 Schedule of CMR Presentations TBD.	Tuesday 06.28.16
3.9	Public Opening of Sealed CMR Cost Proposal Fourth (4th) Floor, Room 479 at 10:00 AM , State Office Building, 165 Capitol Avenue, Hartford, CT: 3.9.1 <u>Mandatory Attendance by CMR Selection Panel Chair & the ADPM for the Project is required</u>	Friday 07.01.16
3.10	Mandatory CMR Cost Proposal Review: (See Subsection 11.4 of this Section 00 24 19.2.) 3.10.1 <u>Mandatory Attendance by CMR Selection Panel Chair & the ADPM for the Project is required</u>	Monday 07.05.16
3.11	Final CMR Best Value Rating:	Thursday 07.07.16
3.12	DAS Scope Review Meeting with the apparent "Best Value" CMR Proposer.	Thursday 07.14.16
3.13	CMR Selection Recommend Package Sent to Commissioner for Approval:	Thursday 07.21.16
3.14	Conditional Selection Letter and Not Selected Letters Sent to Shortlisted CMRs:	Thursday 08.04.16
3.15	Notice to Proceed to Preconstruction Services:	Thursday 08.11.16
3.16	100% Pre-Design Study Completion:	N/A
3.17	50% Schematic Design Documents accessible to the CMR:	N/A
3.18	100% Schematic Design Documents available to the CMR (See Item 3.15):	Monday 08.15.16



3.0 Proposed Key Milestone Schedule (continued):

Item	Proposed Key Milestone Schedule (Continued)	Day of Week Date
3.19	50% Design Development Documents accessible to the CMR	N/A
3.20	100% Design Development Documents accessible to CMR :	Monday 12.12.16
3.21	50% Construction Documents accessible to CMR :	N/A
3.22	90% Construction Documents accessible to CMR	05.20.17
3.23	100% Bidding Documents accessible to CMR for Subtrade Bidding:	07.04.17
3.24	CMR GMP Submittal:	08.25.17
3.25	Award CMR (GMP) Agreement and Notice to Proceed Construction	Tuesday 09.05.17
3.26	Construction Start Date:	Tuesday 09.05.17
3.27	Substantial Completion Date: ("Construction Start Date" plus <u>710</u> Calendar Days for "Construction" to "Substantial Completion Date".	Thursday 06.06.19
3.28	The Facility is turned over to ECSU for FF&E Installation:	Thursday 09.13.18
3.29	University Administrators & Staff populate the Facility:	TBD
3.30	Students use of the Facility:	TBD
3.23	Acceptance of the Work Date: ("Substantial Completion Date" plus <u>90</u> "Calendar Days for "Closeout" to "Acceptance of the Work Date"):	Friday 09.06.19
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);
- .5 **Exhibit E** - Form of Bonds;
- .6 **Appendix I** - Administrative and Statutory Requirements.



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 Sections:

- 4.2.1 **00 52 23 - Construction Management At Risk (CMR) Agreement**, Article 2 - Construction Manager At Risk Responsibilities.
- 4.2.2 **00 52 23.1 - Exhibit A** - CMR GMP Amendment;
- 4.2.3 **00 52 23.2 - Exhibit B** - CMR GMP Cost Allocation Guide;
- 4.2.4 **00 52 23.3 - Exhibit C** - Section 00 72 23 General Conditions Of The Contract For Construction – CMR;
- 4.2.5 **00 52 23.4 – Exhibit D** - Work Authorization Order (WAO);
- 4.2.6 **00 52 23.5 - Exhibit E** - Form of Bonds
- 4.2.7 **00 54 13** - Construction Management At Risk (CMR) Agreement, Preconstruction Phase Supplemental Services Scope of Services.
- 4.2.8 **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.

6.0 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. See also **Section 00 54 13 Construction Management At Risk (CMR) Preconstruction Phase Supplemental Scope of Services**.

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

5.1.1 For this Project the CMR shall provide the Scope of services for **each** Preconstruction Phase as shown in **Table 2.0 -Preconstruction Phase Supplemental Scope of Services Milestones Section 00 54 13 CMR Preconstruction Phase Supplemental Scope of Services** of this CMR RFP.

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.

6.2 **Affidavits & Certifications Requirements:**

6.2.1 **Gift and Campaign Contribution Certification:**

In accordance with Executive Order 7C, and pursuant to 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 **either submit in writing with the Bid Proposal or electronically upload a Gift and Campaign Contribution Certification** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Gift and Campaign Contribution Certification" is the preferred method for submission.



Instructions on how to **electronically** upload the **Gift And Campaign Contribution Certification** “go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, and then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any CMR Proposer that does not submit either a **signed hard copy** of the “Gift and Campaign Contribution Certification” with their “**00 42 23 CMR Cost Proposal Form or electronically uploads** the certification as required under this section shall be disqualified and **Department of Administrative Services (DAS)** shall award the contract to the next highest ranked CMR Proposer or new CMR Proposals shall be sought.

Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** 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 completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of **Department of Administrative Services (DAS)** signs the contract

6.2.2 **Affirmation of Receipt of State Ethics Laws Summary:**

Pursuant to Section 37 of **Public Act 05-287**, when the **Division of Administrative Services (DCS)** is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, **Division of Administrative Services (DCS)** shall inform all potential consultant and contractor firms. For a “**Guide to the Code of Ethics For Current or Potential State Contractors**” go to the Office of State Ethics (OSE) website www.ct.gov/ethics, then click on the “**Forms**” link:

Pursuant to Public Act 11-229, **Division of Administrative Services (DCS)** is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **either submit in writing with the Total Cost Proposal Form or electronically upload** prior to the time of the **Total Cost Proposal** submission 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 law. Please note that electronic uploading of the “*Affirmation of Receipt of State Ethics Laws Summary*” is the preferred method for submission.

Instructions on how to electronically upload the “**Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)**” are available from the DAS website. For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Failure to provide this affidavit with the Bid Proposal shall result in **rejection** of the bid.

You must also add the following **note** regarding the more stringent **Division of Administrative Services (DAS)** policy regarding gifts to the Ethics Summary prior to uploading the document:

6.2.3 **Consulting Agreement Affidavit (of Authority):**

A **Certificate (of Authority)** shall be submitted **in writing** (not electronically uploaded) with the Bid Proposal to DAS Procurement Services for contracts with a value of \$50,000 or more. For the **Certificate (of Authority)** go to the **DCS Website www.ct.gov/dcs** then clicking on “**DCS Library**”, and then click on the **00 40 14 Certificate (of Authority)** link under “**Office Of Design Construction Index Of Forms & Publications**”.

A **Consulting Agreement Affidavit** must be completed and **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission for contracts with a value of \$50,000 or more. Please note that electronic uploading of the “Consulting Agreement Affidavit” is the preferred method for submission.

Instructions on how to electronically submit the “**Consulting Agreement Affidavit (OPM Ethics Form 5)**” are available from the **DAS website**, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” is go to the **DAS website www.das.ct.gov** link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Once uploaded, an updated **Consulting Agreement Affidavit** shall be **electronically uploaded** within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of **CT Department of Administrative Services** signs the contract.



In the event that a CMR Proposer *refuses* to submit the **Consulting Agreement Affidavit** required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next highest ranked CMR Proposer—or new CMR Proposals shall be sought.

6.2.4 State Election Enforcement Commission (SEEC) Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations:

With regard to a State contract as defined in **P.A. 07-01** 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 **submission** in response to the State's solicitation expressly **acknowledges receipt** of, and must submit **in writing** to DAS Procurement Services with the Bid Proposal submission, the **State Election Enforcement Commission's Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

To access **SEEC Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** go to the **SEEC website** www.ct.gov/seec.

6.2.5 Office of Policy and Management (OPM) Form 7 - Iran Certification:

"Large State Contract" means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work.

"This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form."

To access the **OPM Form 7 - Iran Certification** go to the OPM website link www.ct.gov/opm, and then click on the "**Ethics Affidavits**" link.

6.2.6 Nondiscrimination Certification:

A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Nondiscrimination Certification" is the preferred method for submission.

Instructions on how to electronically submit the "**Nondiscrimination Certification**" are available from the DAS website, "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": for the "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**" go to the **DAS website** www.das.ct.gov link, then click on the "**State Procurement Marketplace**" link and then click on the "**Business Friendly Initiatives**" link, then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

For a list of "**Nondiscrimination Certification Forms**" go to the **Office of Policy and Management (OPM) website** www.ct.gov/opm, then click on "**Nondiscrimination Certification**" under "**Featured Links**".

6.2.7 Additional Affidavits & Certifications Requirements:

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

**7.0 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.

7.1 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.

7.2 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.

- 7.2.1** Proposers are responsible for all addenda as noted in this Subsection of **Section 00 24 19.2**. Failure to acknowledge all addenda in the space provided in **Section 00 42 23 CMR Cost Proposal Form** shall be cause for rejection of the Proposal.

8.0 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.

- 8.1 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:

- 8.2 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 A)

- 8.3 See DAS Prequalification Website Link:**

<http://www.biznet.ct.gov/images/235/DAS%20Contractor%20Prequalification%20FYI.pdf>

- 8.4 Connecticut Major Contractor's License:** For all DCS projects designated 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**.

9.0 CMR Proposal Submittal Components:

Each CMR Proposal consists of two separate submittal components:

- 9.1** CMR Qualitative Components Proposal;
9.2 CMR Sealed Cost Components Proposal.

10.0 CMR Qualitative Components Proposal:

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

10.1 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**.



10.1.1 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
1	Table of Contents
2	Letter of Interest
3	CMR QBS Email Registration
4	Pre-qualification Certificates And Major Contractor's License
5	Legal Document Requirements
6	CMR Screening Shortlist Questionnaire
7	CMR Organizational Charts
8	CMR Key Personnel Resumes

10.2 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 regards to the six (6) "Qualitative Criteria Components" as detailed in section 12.1 "Qualitative Criteria Components – Rating Points Table" and as outlined below.

Qualitative Criteria Components – Point Scoring Table Outline:	
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.

10.3 CMR Project Staffing Plan

The CMR Proposer shall include a staffing chart that shows the proposed project staffing by month for the full project duration. The staffing chart shall be based on the key project dates and durations as shown in the milestone schedule. This chart shall list the key project staff by name and will indicate the proposed man-hours per month for the full project duration for each key staff member. The staffing chart will contain three subsections; Preconstruction Services during Design, Preconstruction Services for Trade Bidding, GMP Preparation, and Construction Phase Services. This Staffing chart will not indicate costs, only man-hours. This chart will be inserted immediately after the project narrative. The CMR Proposer shall include a brief explanation of the proposed staffing as part of their interview presentation.

See also **Subsection 11.2.1 MS Excel Cost Proposal Worksheets** under section **Part 2 - Cost Proposal Worksheet - CMR Sealed Total Fee Proposal** the CMR Cost Proposal Section . The above noted staffing chart and man-hours shall match the man-hours proposed and detailed in the sealed cost proposal material as specified under **Subsection 11.2.1**.

Note: The CMR shall notify DCS, in writing, of any proposed changes to the CMR Project Staffing Plans submitted with their CMR Proposal.



10.4 CMR Qualitative Proposal Components - Resubmittal of the original CMR QBS Submittal Booklet Requirements:

As stated in the "General Requirements" of the original CMR QBS Submittal Booklet Requirements states the following requirements:

CMR QBS Submittal Booklet Requirements:

1. Submit a total of six (6) CMR QBS Submittal Booklets per contract.
2. Insert all required information as specified into each of the six (6) CMR QBS Submittal Booklets. A firm that does not submit any required information must insert brief statement in its place in the appropriate place within the Booklet explaining why it was not used in the submittal.
3. Each of the total six (6) CMR QBS Submittal Booklets shall contain all of required information; in the specified format; at the designated location; by the deadline; or the Firm may be deemed Non-Responsive and/or the Submittal shall be deemed Deficient for this project.
4. Five (5) of the total six (6) QBS Submittal Booklets shall have a cover and back with 8-1/2"x11 clear vinyl covered (GBC Clear Rounded Clear Heavy- Round 83/4" x 111/4", heavy weight transparent, GBC Product # 2514500 or equivalent). A 1" maximum, Plastic or Metal securely bound submission. Each section of the RFQ Submittal Booklet shall be divided by white, 8 tab labels, 9" x 11" (GBC Presentation Tabs™, Customizable Index Tabs, GBC Product # 9675045 or equivalent). (This booklet is for the CT DCS project record.)
5. One (1) of the total six (6) QBS Submittal Booklet shall have an 8-1/2"x11", white, clear vinyl covered, 3-ring binder; 1" maximum. (1" Avery Durable Reference View Binders - Slant Ring, White, Avery Item # 9301 or equivalent). Each section of the RFQ Submittal Booklet shall be divided by 8-1/2" x 11", white three-hole punched, 8 tab style label dividers (Avery WorkSaver Big Tab Insertable Tab Dividers with White Paper, Laser/InkJet, 8 Tabs per Set, Clear, 3-Hole Punched, Avery Item # 11124 or equivalent). (This booklet is for CT DCS for reproduction purposes, if needed, to produce extra booklets.)

10.4.1 CMR Qualitative Criteria Narrative:

- .1 Submit six (6) copies of the **CMR Qualitative Criteria Narrative**.



11.0 CMR Sealed Cost Components Proposal:

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

11.1 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 (%) <i>(As Applicable)</i>	Dollars (\$) <i>(As Applicable)</i>
1.0	<p>Preconstruction Phase Services Cost<i>(Design & Bid Phases):</i></p> <ul style="list-style-type: none"> <i>Preconstruction Phase and Bid Phase Services, durations as per the milestone schedule. \$_____ Lump Sum</i> <i>Preconstruction Phase Services for Trade Bidding and GMP preparation. \$_____ Lump Sum.</i> <p><i>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 \$20,000,000.00 Cost of the Work Budget.</i></p>	NA	\$ _____ Lump Sum
2.0	<p>Construction Phase Services Cost:</p> <p><i>This Construction Phase Services Cost Proposal Amount shall be a Lump Sum Dollar of the \$20,000,000.00 Cost of the Work Budget.</i></p> <p><i>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.</i></p>	NA	\$ _____ Lump Sum
3.0	<p>CMR Fee:</p> <p><i>This CMR Fee Proposal Dollar Amount shall be a percentage of the \$20,000,0.00 Cost of the Work Budget.</i></p> <p><i>The CMR Fee Proposal Amount is provided for owner's calculations only.</i></p> <p><i>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.</i></p>	% _____ Percent	\$ _____ Amount
4.0	<p>Total CMR Cost Proposal Amount In Dollars (\$): <i>(Sum of Items No. 1, 2, & 3)</i></p>	NA	\$ _____ Amount

11.2 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:



11.2.1 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.

11.3 CMR Sealed Cost Proposal Components Submittal Requirements:

11.3.1 Submit one (1) Section 00 42 23 CMR Cost Proposal Form with all required submittals as stated in Section 00 42 23 CMR Cost Proposal Form.

11.3.2 Submit one (1) MS Excel Cost Proposal Worksheet with the sealed Section 00 42 23 CMR Cost Proposal Form.

11.4 Mandatory CMR Cost Proposal Review:

After Public Opening of all Sealed CMR Cost Proposal the DCS Project Manager and Assistant Director of Project Management for the Project shall immediately conduct a "Mandatory CMR Cost Proposal Review" of all CMR Cost Proposals.

11.4.1 When the "Mandatory CMR Cost Proposal Review" of any Firm's "Total Cost Proposal" determines that their CMR RFP Cost Proposal is unusually low, more than 20% below the average of the other two (2) or three (3) Firm's Cost Proposals, then, at the discretion of the DAS Commissioner the Firm may be deemed "non-responsive".

12.0 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.

12.1 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:

Item	Six (6) Qualitative Criteria Components – Rating Points Table:	Points Values
.1	Experience: 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: Confirmation that the Proposer's professional and personnel staff who will serve as <u>primary project staff</u> 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. <i>[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.]</i>	30
.3	Project Approach and Preliminary Project Plan and BIM Utilization Plan: 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). <i>[NOTE: When BIM is required for a Project and the CMR shall include a discussion of the CMRs proposed BIM Model utilization as part of their interview presentation. Also see subsection 2.0 – Project Information of this Section 00 19.2 and subsection 8.7 Building Information Model of Section 00 54 13 CMR Preconstruction Phase Supplemental Scope of Services.]</i>	20



Item	Six (6) Qualitative Criteria Components – Rating Points Table: (Continued)	Points Values
.4	<p>Past Performance on CMR projects, GC Projects, or Other Relevant Performance Data:</p> <p>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.</p> <p>[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.]</p>	15
.5	<p>Schedule Performance:</p> <p>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 planned projects duration. A diagrammatic schedule, a bar chart or a similar simple illustrative format detailing the project delivery schedule for completion is requested.</p> <p>[NOTE: 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.]</p>	15
.6	<p>Safety Record:</p> <p>The CMR Proposers will be rated based on their past safety record and their proposed safety program.</p>	10
Total Possible Qualitative Points		100

12.2 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.

12.2.1 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	x 1.20 =	114 → 120
90 → 94	x 1.15 =	104 → 108
85 → 90	x 1.10 =	94 → 99
80 → 84	x 1.05 =	84 → 88
70 → 79	x 1.00 =	70 → 79
0 → 69	x 0.00 =	0



12.3 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 CMR Cost Proposal Component Evaluation:	
1.0 Sealed Proposal Costs Components:	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 Cost Proposal Component Evaluation:	The "CMR Cost Proposal" of each CMR Firm shall, again, be evaluated based upon all of the established CMR Proposal Cost Components Requirements for the project.

12.4 CMR Best Value Based Selection Calculation Procedure Summary:

For each CMR Proposer, their Best Value CMR Rankings shall be determined as follows:

- 12.4.1** The **CMR's Average Total Qualitative Points** of all of the Selection Panel Members Qualitative Point scores is computed for each CMR Proposer.
- 12.4.2** The **CMR's Lump Sum "Total Cost Proposal" 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.
- 12.4.3** The CMR Proposal with the **lowest Cost Per Unit Of Quality** shall be the deemed the Best Value Proposal.

12.5 CMR Best Value Score Calculation (Example):

The following is an example of Best Value Proposal Score Calculation:

Example:				
CMR Proposer	CMR's Total Lump Sum "Total Cost Proposal" 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 Lump Sum "Total Cost Proposal" In Dollars (\$)

**12.5.1 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.

12.5.2 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.

12.6 CMR Selection Notification and Award:

Each CMR Selection concludes as follows:

12.6.1 Conditional Selection By The CT DAS 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 DCS Office of Project Management shall submit a DAS **Commissioner Selection Approval Memorandum** to the DAS 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 DAS 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.

12.6.2 Selection Results Notifications:

After the DAS Commissioner has made the Selection, the CT DCS Process Management Unit – QBS Unit 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.

12.6.3 Selection Records:

Securely bound copies of all CMR Submittal Booklets shall be returned to DCS Office of Process Management. All documents and the DCS **QBS Records Checklist** will be filed with the DCS Process Management – QBS Unit. Three (3) ring binder copies of CMR QBS Submittal Booklets shall be forwarded to the assigned 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 (DCS Process Management – QBS Unit).

12.6.4 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 DCS Process Management – QBS Unit. A Manager of the DCS Process Management – QBS Unit or another designee is exclusively responsible for conducting a debriefing with CMR's who were not chosen.

12.6.5 Award of CMR Agreement:

When all of the required supplemental CMR Submittal documents have been submitted to the 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 DAS Commissioner, and the Office of the Attorney General.

12.6.6 Solicitation Cancellation: The Department of Administrative Services (DAS), in its sole discretion, reserves the right to cancel this solicitation and terminate the process to retain CMR services, and is under no obligation to contract for the services specified herein.



12.7 Authority of the DAS Commissioner:

The Commissioner reserves the right to do any of the following without liability, when she or he determines, in her or his sole discretion, that such action would be in the best interests of the state: (a) waive any requirement, provision, term or condition of the RFP; (b) waive technical defects in the total cost proposal; (c) waive procedural defects in the best value selection process; (d) reject any or all proposals; (e) cancel the award or execution of any contract prior to the issuance of the "Notice To Proceed;" and, (f) advertise for new proposals.

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

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106**

**00 25 16.2 Pre - Proposal & Site Tour Meeting For Shortlisted CMR Proposers****1.0 Pre-Proposal & Site Tour Meeting:**

A **Pre-Proposal Meeting & Site Tour** 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 & Site Tour see **Section 00 11 19.2 CMR Request for Proposals**. This will be the **ONLY** opportunity permitted to the Shortlisted firms to visit the building prior to the submittal of their Proposal.

This **Pre-Proposal Meeting & Site Tour** 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.

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**.

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**.

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 contact:

Contact: [Todd S. Lukas, CT DCS Project Manager](#)

Email: todd.lukas@ct.gov

Phone: (860) 713-5753

Or

Contact: [Daniel Robertson - CT DCS Assistant Project Manager for the Project](#)

Email: Daniel.Robertson@ct.gov

Phone: (860) 713-5830

4.0 Meeting Addendum: At the conclusion of the **Pre-Proposal Meeting & Site Tour** 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



Available Information – CMR

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106



**Section 00 31 16.2
Available Information
For Shortlisted CMR Proposer Review**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Legal Affairs, Policy & Procurement
165 Capitol Avenue, Hartford, CT 06106

**1.0 Available Information For Shortlisted CMR Proposer Review:****1.1 Distribution of Disk:**

The DCS Project Manager shall distribute a disk at the CMR Pre-Proposal Meeting & Site Tour (see 00 11 19.2 for Meeting details) that contains information with regards to the existing building and site. This information is being supplied to CMR shortlisted firms **only** for use in providing a Proposal.

For any questions concerning the Project, or the documents on the disk, or the Table of Contents of the disk please **only** contact:

Contact: [Todd S. Lukas, CT DCS Project Manager](#)
Email: todd.lukas@ct.gov
Phone: (860) 713-5753

Or

Contact: [Daniel Robertson - CT DCS Assistant Project Manager for the Project](#)
Email: Daniel.Robertson@ct.gov
Phone: (860) 713-5830

NOTE:

Please **do not contact** the **ECSU** and **BOR Staff** for any questions concerning the Project **or** the "Available Information".

2.0 Web Based Download Instructions for Available Information:**2.1 Architect of Record for Project Webpage Host:**

[MDS National, Inc.](#)
99 Chancy Street
Boston, MA 02111

2.2 File Down Load Instructions:

After **1:00 P.M, Thursday, May 12, 2016** all Shortlisted CMR Proposers can access the "[Goddard / Communications Feasibility Study](#)" document from the Architect's FTP Site by the following instructions below:

To access the webpage:

- 2.1.1 Click the following link:
<https://mds-bos.sharefile.com/d-s79ff690303743ed9>
- 2.1.2 Enter your name, email address, and company;
- 2.1.3 Click on the "**Continue**" button to gain access to the file;
- 2.1.4 Click to **View** or **Download** the attachment.

These instructions will give direct access to download the [Goddard / Communications Feasibility Study](#) document. This information is being supplied to CMR shortlisted firms **only** for use in providing a proposal and shall not be shared with others, after Selection, this FTP Access will be deleted.

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

Contact: [Todd S. Lukas, CT DCS Project Manager](#)
Email: todd.lukas@ct.gov
Phone: (860) 713-5753

Or

Contact: [Daniel Robertson - CT DCS Assistant Project Manager for the Project](#)
Email: Daniel.Robertson@ct.gov
Phone: (860) 713-5830

NOTE:

Please **do not contact** [MDS National, Inc.](#) the Architect of Record or **ECSU Faculty or Staff** for any questions concerning the Project **or** the step by step instructions **or** the "Referenced Documents".

2.3 Download Confirmation:

Please **REPLY** to [Todd S. Lukas](#), CT DCS Project Manager, at todd.lukas@ct.gov to confirm your Firm's access the Architect's FTP Site for the above Project.



3.0 FTP Site Table of Contents for Available Information:

June 2015

Goddard / Communications Feasibility Study

Table of Contents

Section 1: Executive Summary

Section 2: Space Program

Section 3: Test Fits

Section 4: Code Summary

Section 5: MEP Narratives

Section 6: Structural Narrative

Section 7: Acoustical Narrative

Section 8: Project Schedule

Section 9: Cost Estimate

End
Section 00 31 36
Available Information
For Shortlisted CMR Proposer Review



Procurement Forms And Supplements – CMR

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106



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

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106**



CMR Cost Proposal Form
Connecticut Department of Administrative Services (CT DAS)
Connecticut Division of Construction Services (CT DCS)

Submit one (1) completely filled out Section 00 42 23 - CMR Cost Proposal Form and submitted in a **SEALED ENVELOPE**, (See CMR RFP Volume 1 of 1, , Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR).

The Section 00 42 23 - CMR Cost Proposal Form shall be delivered to State Office Building, CT DCS Office of Process Management – QBS Unit on the **Fourth (4th) Floor, Room 478, 165 Capitol Avenue, Hartford, Connecticut 06106** prior to **1:00 P.M.** by the designated Due Date stated in subsection **2.0 Proposed Key Milestone Schedule** of Section 00 24 19.2.

A Public Opening of the Sealed CMR Cost Proposal on the Date /Time as stated in subsection **2.0 Proposed Key Milestone Schedule** of Section 00 24 19.2, on the **Fourth (4th) Floor, Room 441, State Office Building, 165 Capitol Avenue, Hartford, CT.**

Project Number:	BI-RW-3329 CMR
Project Name:	Goddard Hall - Communications Renovation
Project Location:	Eastern Connecticut State University Willimantic, 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, 00 52 23 CMR Agreement, 00 73 23 General Conditions - CMR, Division 00 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 waive 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 Administrative 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 Construction Start Date indicated in a written “Notice to Proceed” issued by the Commissioner or the authorized representative and continue for **Seven Hundred Ten (710) Calendar Days** to overall project 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 Eight Hundred Fifty Dollars (\$4,850.00)** 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 Five Hundred Fifty Dollars (\$3,550.00)** per day for each Calendar Day beyond the **Ninety (90) Calendar 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 A)
--

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 **Connecticut Commission on Human Rights and Opportunities (CHRO) – Contract Compliance: For information on CHRO Contract Compliance requirements visit the CHRO Website: <http://www.ct.gov/chro>**

7.0 **Cost of the Work Budget: Twenty Million Dollars (\$20,000,000.00).**



8.0 Total Cost Proposal:

Total CMR Cost Proposal Amount In Dollars (\$):	
Figure Amount: <i>(Lump Sum)</i>	\$ <input style="width: 40px; height: 25px;" type="text"/> , <input style="width: 40px; height: 25px;" type="text"/> , <input style="width: 40px; height: 25px;" type="text"/> . <input style="width: 40px; height: 25px;" type="text"/>
<i>(Place Figure Amount in Appropriate Boxes.)</i>	
Written Amount: <i>(Lump Sum)</i>	<input style="width: 400px; height: 25px;" type="text"/> 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 (%) <i>(As Applicable)</i>	Dollars (\$) <i>(As Applicable)</i>
1.0	Preconstruction Phase Services Cost (<i>Design & Bid Phases</i>): <ul style="list-style-type: none"> <i>Preconstruction Phase and Bid Phase Services, durations as per the milestone schedule. \$ _____ Lump Sum</i> <i>Preconstruction Phase Services for Trade Bidding and GMP preparation. \$ _____ Lump Sum.</i> <p style="font-size: small; color: blue;">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 <u>\$20,000,000.00</u> Cost of the Work Budget.</p>	NA	\$ <input style="width: 100px; height: 25px;" type="text"/> Lump Sum
2.0	Construction Phase Services Cost: This Construction Phase Services Cost Proposal Amount shall be a Lump Sum Dollar of the <u>\$20,000,000.00</u> Cost of the Work Budget. <i>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.</i>	NA	\$ <input style="width: 100px; height: 25px;" type="text"/> Lump Sum
3.0	CMR Fee: This CMR Fee Proposal Dollar Amount shall be a percentage of the <u>\$20,000,000.00</u> Cost of the Work Budget. <i>The CMR Fee Proposal Amount is provided for owner's calculations only.</i> <i>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.</i>	% <input style="width: 60px; height: 25px;" type="text"/> Percent	\$ <input style="width: 100px; height: 25px;" type="text"/> Amount
4.0	Total CMR Cost Proposal Amount In Dollars (\$): (<u>Sum</u> of Items No. 1, 2, & 3)	NA	\$ <input style="width: 100px; height: 25px;" type="text"/> 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 and 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 CMR Proposal Statements:**10.1 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.



10.2 Evaluation Methodology Acceptance Statement:

The CMR Proposer's submission of their "CMR Qualitative Components" and "CMR Sealed Cost Components" Proposals in response to this CMR 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. By submitting this Total Cost Proposal, I (we), the undersigned, hereby declare that I am (we are), has accepted the CT DCS Evaluation Methodology.

Name of Proposer:	<input type="text"/>	<input type="text"/>
	(Name)	(Date)
*Proposer's Signature:	<input type="text"/>	
	(Signature)	
	<i>*Attach corporate resolution or power of attorney, if appropriate.</i>	
Proposer's Title:	<input type="text"/>	
Proposer's Address:	<input type="text"/>	
	<input type="text"/>	<input type="text"/>
	(City /Town)	(State) (Zip Code)

11.0 CMR Proposer Firm's Information:

Federal Employer Id. No.:	<input type="text"/>
CT Tax Registration Number:	<input type="text"/>
Address:	<input type="text"/>
	<input type="text"/>
	(City/Town) (State) (Zip Code)
Email Address:	<input type="text"/>
Telephone No:	<input type="text"/>
FAX No:	<input type="text"/>
Type of Business Entity (check one):	Corporate Seal (If a Corporation)
<input type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Corporation (LLC)	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Sole Proprietor	
<input type="checkbox"/> Doing Business As (d/b/a)? If yes, provide complete name below:	Provide Exact Wording on Corporate Seal below:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
This Proposal submission is only for CMR Proposers who currently have the following:	
DAS Construction Classification:	Construction Manager At Risk: Group <input type="text" value="A"/>



12.0 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.

13.0 Conditionally Selected CMR Proposer - Supporting Document Submittals:

The Conditionally Selected CMR Proposer shall submit all supporting documents within the calendar day time limits set in the Supporting Document Submittal Schedule in the 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.

14.0 The Department, in its sole discretion, reserves the right to cancel this solicitation and terminate the process to retain CMR services, and is under no obligation to contract for the services specified herein.

End
Section 00 42 23
CMR Cost Proposal Form



**Section 00 50 00
Contracting Forms and Supplements – CMR**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106



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

For

Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 0610



**State of Connecticut Department of Administrative Services, Division of Construction Services
Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR)
For Guaranteed Maximum Price (GMP)**

This document has been prepared by the State of Connecticut Department of Administrative Services (DAS), Division of Construction Services (DCS), for use in connection with its own construction projects. Portions of this document have been derived from AIA A121 CMC - 2003 edition. Reproduction of the material herein or substantial quotation of its provisions is done through payment for annual licensing of the AIA standard electronic documents by the State of Connecticut Department of Administrative Services, Division of Construction Services.

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

BETWEEN:

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

Acting herein by its Commissioner of the Department of Administrative Services, Division of Construction Services, hereinafter referred to as the Owner (Owner), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-1a, 4a-2, 4b-3, 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:

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:



Table Of Contents

Article 1 General Provisions

- 1.1 Relationship of the Parties
- 1.2 General Conditions

Article 2 Construction Manager At Risk Responsibilities

- 2.1 Preconstruction Phase
- 2.2 Guaranteed Maximum Price Proposal and Contract Time
- 2.3 Construction Phase

Article 3 Owner's Responsibilities

- 3.1 Information and Services
- 3.2 Owner's Designated Representative
- 3.3 Architect
- 3.4 Legal Requirements

Article 4 Compensation And Payments For Preconstruction Phase Services

- 4.1 Compensation
- 4.2 Payments

Article 5 Compensation For Construction Phase Services

- 5.1 Compensation
- 5.2 Guaranteed Maximum Price
- 5.3 Changes in the Work

Article 6 Cost Of The Work For Construction Phase

- 6.1 Cost of the Work
- 6.2 Costs Not To Be Considered As Cost Of The Work
- 6.3 Discounts, Rebates and Refunds
- 6.4 Accounting Records

Article 7 Construction Phase

- 7.1 Progress Payments
- 7.2 Final Payment

Article 8 Insurance And Bonds

- 8.1 Insurance Required of the Construction Manager
- 8.2 Performance Bond and Payment Bond

Article 9 Miscellaneous Provisions

- 9.1 Dispute Resolution
- 9.2 Other Provisions

Article 10 Termination Or Suspension

- 10.1 Termination Prior to Establishing Guaranteed Maximum Price
- 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
- 10.3 Suspension

Article 11 Other Conditions And Services

- 11.1 Liquidated Damages
- 11.2 Provisions Required By Law Deemed Inserted

Exhibits

- A CMR GMP Amendment
- B CMR - GMP Cost Allocation Guide
- C Section 00 72 23 General Conditions Of The Contract For Construction – CMR
- D Work Authorization Order (WAO)
- E Form of Bonds

Appendix

- I Administrative and Statutory Requirements



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 Administrative Services, Division 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 Administrative Services, Division 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 Preconstruction Phases in accordance with **Preconstruction Phase Supplemental Scope of Services Milestones of Section 00 54 13 Construction Manager At Risk (CMR) Preconstruction Phase Supplemental Scope Of Services ("PPSSS")** of the CMR RFP Volume 1 of 1 for this Project, 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.



.5 (Continued)

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. The CMR shall use reasonable efforts to promote a diverse work force on the Project.



2.1.10 Project Labor Agreement

When a specific project requires a **Project Labor Agreement (PLA)** by **Subsection 2.0 – Project Information of Section 00 24 19.2** of the CMR RFP Volume 1 of 1 for this Project then the CMR, with the Owner's participation, will negotiate the terms of, and enter into, a Project Labor Agreement ("PLA") with a Building and Construction Trades Council ("Council") and each of its affiliated local Unions (hereinafter collectively referred to as the "Union" or "Unions"), with respect to the Project. In addition to other terms and conditions, the PLA shall be subject to the approval of the Owner. The CMR shall monitor and enforce compliance with the PLA by the contractors and Unions. In accordance with Connecticut General Statutes Section 31-56b(d), if any bidder for one or more of the Project Elements within the scope of work of the PLA does not agree to abide by the conditions of the PLA, that bidder shall not be regarded as a responsible and qualified bidder.

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 cost shall be incurred and 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 _____ Dollars (\$ _____) 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 _____ Dollars (\$ _____) 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 including the information required under 2.3.2.1.2;
- .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 The CMR shall provide to the Owner, in an electronic format acceptable to the Owner, the following information for each bid package listed in Exhibit B to the GMP Amendment: (1) the subcontract and second tier subcontracts; (2) the MBE/SBE status of the subcontractor and each of its second tier subcontractors; (3) the amount paid by the CMR to the subcontractors and the amount paid by the subcontractors to their second tier subcontractors; (4) a detailed description of the selection process utilized by the subcontractor in awarding its second tier subcontracts; and, (5) a list of all competitive bids, proposals, or quotes received by the subcontractor, together with any other information used by the subcontractor in awarding its second tier subcontracts.
- 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 later 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** If, during the Preconstruction Phase, the Owner selects the LEED Certification "**Alternative Strategy**" to meeting the "**Mandatory Building Project Requirements**" of the "**Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings**" then 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 _____ Dollars (\$ _____) 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 In accordance with **Preconstruction Phase Supplemental Scope of Services Milestones** of **Section 00 54 13 Construction Manager At Risk (CMR) Preconstruction Phase Supplemental Scope of Services ("PPSSS")** of the CMR RFP Volume 1 of 1 for this Project 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.

Preconstruction Phase Scope of Services Milestone Payment Table			
	Phase	Subtotal % Fee Payments Per Phase	Total % Fee Payments Per Phase
100%	Pre-Design Phase Services:	%	%
50%	Schematic Design Phase Services:	%	%
100%	Schematic Design Phase Services:	%	
50%	Design Development Phase Services:	%	%
100%	Design Development Phase Services:	%	
50%	Construction Documents Phase Scope Services:	%	%
90%	Construction Documents Phase Scope Services:	%	
100%	Final Bid Documents Conversion into Subcontractor Bid Packages Services:	%	%
100%	Bid Phase Scope Services and Agreement on CMR GMP:	%	%
Total Percentage:		100%	100%

Note: 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.



4.2.1.1 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	— — —

4.2.1.2 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.

4.2.1.3 The staff hourly rates utilized in the Preconstruction Rate Schedule and in the Construction Rate Schedule, both related to the additional services, shall be the same or comparable hourly rates as the proposer has utilized in the Total Cost Proposal. If additional staff skills and titles are used in these tables, or added later as necessitated by the needs of the project, those rates shall be comparable to the hourly rates used in the Total Cost Proposal.

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 _____ **Percent (____%)** 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 _____ Dollars (\$ _____ .00) 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:

6.1.6.1 The following rate schedule is for additional services approved by the Owner.

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	—	—	—

6.1.6.2 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.
- 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 12(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 _____ (_____) **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. If, during the Preconstruction Phase, the Owner selects the LEED Certification "**Alternative Strategy**" to meeting the "**Mandatory Building Project Requirements**" of the "**Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings**" then 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 in the amount of **Fifteen Million Dollars (\$____.00)** 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 (\$____.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 (\$____.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 loss payee 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	\$5M
Limits for Flood	\$10M
Limits of Earthquake	\$10M
Toppling of Crane	\$1M
Theft or Destruction of Materials at Job Site	\$500K
Mold, Mildew, Fungus, Dry Rot, Wet Rot	\$500K
Loss of Use	\$5M
Landscaping	\$100K
Storage	\$500K
Business Interruption	\$5M
Inland Marine/Transit	\$500K
Terrorism	Value of Project
Deductibles "Significant" Loss (equal to greater than \$2M); "Minor Loss" (less than \$2M).	\$25K
*Period	____ Calendar Days plus period of time required for Close Out and Acceptance.
<i>*Period: Is the number of Calendar Days as stated in Subsection 3. Proposed Key Milestone Schedule of Section 00 24 19.2 Project Scope Proposal Submittal Requirements, Evaluation, and Selection Procedure of the CMR RFP Volume 1 of 1 of this Project.</i>	

- 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 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.	\$1M Combined Single Limit Each Occurrence \$2M Annual Aggregate/On a per Project Basis
8.1.6.2	Commercial Automobile Liability: Including Bodily Injury and Property Damage (Owned, Hired and Non-Owned)	\$1M Combined Single Limit Each Occurrence No Aggregate
8.1.6.3	Professional Liability:	Not Required;
8.1.6.4	Workers Compensation: Coverage applies in the state work is performed.	\$1M Minimum Employers Liability; W/C Statutory Limits Required.
8.1.6.5	Umbrella Liability:	Contract amounts of \$1 to \$5K ; \$1M Each Occurrence; \$1M Annual Aggregate.
		Contract amounts of \$5+K to \$1M \$2M Each Occurrence; \$2M Annual Aggregate.
		Contract amounts of \$1+M to \$10M ; \$5M Each Occurrence; \$5M Annual Aggregate.
		Contract amounts of \$10+M to \$30M ; \$10 M Each Occurrence; \$10 M Annual Aggregate.
		Contract amounts of \$30+M to \$80M \$15M Each Occurrence; \$15M Annual Aggregate.
		Contract amounts of \$80+M to \$150M ; \$20M Each Occurrence; \$20M Annual Aggregate.
		Contract amounts of \$150+M to \$300M ; \$25M Each Occurrence; \$25M 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 Terms:** 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

The CMR shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising directly or indirectly in connection with the contract, concerning the acts of commission or omission (collectively, the "Acts") related to noncompliance with applicable statutes, codes and regulations, or the Acts of negligence or errors of the CMR or CMR Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with claims, Acts or the contract, to the extent of the CMR or CMR parties' noncompliance with applicable statutes, codes and regulations, or of negligence or errors. The CMR obligations under this section to indemnify and hold harmless against claims includes claims concerning confidentiality of any part of or all of the CMR's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. 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. For purposes of this Agreement, "CMR parties" shall mean the CMR's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any person or entity with whom the CMR is in privity of oral or written contract and the CMR intends for such person or entity to perform under this Agreement in any capacity.

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 The Work may be suspended by the Owner or terminated by the Owner in accordance with Article 33 of the General Conditions of the Contract for Construction for Construction Manager at Risk (CMR). In no event shall the CMR be entitled to payment of any anticipated overhead or profit for any Work that was not executed.

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.

11.2 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

Name of Firm

(Signature)

(Signature)

By:

By:

Melody A. Currey
Commissioner
Department of Administrative Services
Division of Construction Services

(Print Name and Title)

Date:

Date:



**Section 00 52 23.1
Exhibit A
CMR – GMP Amendment**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106**



Exhibit A
State Of Connecticut
Department of Administrative Services
Division 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 Administrative Services (DAS), Division of Construction Services (DCS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-1a, 4a-2, 4b-3, 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 first Whereas provision if applicable)

Whereas, DAS 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
 - (e) Statement reaffirming all warranties, acknowledgements, certifications contained in CMR Agreement (see section 2.2.12 of CMR Agreement)
 - (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
- Exhibit I** Project Documents

3. The date of Substantial Completion established by this GMP Amendment is: _____
4. The date of Acceptance established by this GMP Amendment is: _____
5. The Appendix I attached hereto and made a part hereof replaces the Appendix I to the Agreement.
6. 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.
7. This GMP Amendment shall take effect upon its approval as to form as noted in Paragraph 8.
8. 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.
9. **Campaign Contribution Restriction.** For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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 contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."



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

Attested by:

State of Connecticut (the "Owner")

Witness signature
Print name _____

By: _____
Insert Commissioner's Name
Commissioner
Department of Administrative Services
Division of Construction Services

Witness signature
Print name _____

Date signed: _____

Attested by:

Insert CMR Firm Name

Witness signature
Print name _____

By: _____
Print name:
Its _____, Duly Authorized

Witness signature
Print name _____

Date signed: _____

Approved as to form:

Attorney General

Date signed: _____



**Section 00 52 23.2
Exhibit B
CMR – GMP Cost Allocation Guide**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106**

EXHIBIT B				
<p>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.</p>				
<p>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.</p>				
Descriptions	Cost Allocation Categories			
	Cost Of The Work		CMR Fee	Owner Paid Costs
	Direct Cost of The Work	CMR Construction Phase Services Cost		
1.0 Direct Project Costs:				
1.1 Project Labor Agreement (PLA): (As Applicable, see section 00 24 19.2)	X	X		
1.2 Wages of Construction Labor:	X			
1.3 Labor/Fringe Benefits& Burden:	X			
1.4 Subcontractor Costs:	X			
<i>All Material / Equipment incorporated into the Completed Work, and including:</i>	X			
14.1 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: <i>(Cannot be passed down to Trade Contractors)</i>				
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		

EXHIBIT B				
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Descriptions	Cost Allocation Categories			
	Cost Of The Work		CMR Fee	Owner Paid Costs
	Direct Cost of The Work	CMR Construction Phase Services Cost		
2.0 Project On-Site Staff (Continued): <i>(Cannot be passed down to Trade Contractors)</i>				
2.5 Sustainable Design Manager / Coordinator:		X		
2.6 Field Engineer(s):		X		
2.7 MEP Specialists / BIM Coordinators:		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 (Per CMR Agreement Section 2.2.3.11)				
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: <i>(Cannot be passed down to Trade Contractors)</i>				
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			

EXHIBIT B				
<p>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.</p>				
Descriptions	Cost Allocation Categories			
	Cost Of The Work		CMR Fee	Owner Paid Costs
	Direct Cost of The Work	CMR Construction Phase Services Cost		
3.0 Temporary Support Facilities & Controls (Continued): <i>(Cannot be passed down to Trade Contractors)</i>				
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: <i>(Cannot be passed down to Trade Contractors)</i>				
4.1 Electric Power,	X			
4.2 Sewer,	X			
4.3 Gas,	X			
4.4 Water	X			
4.5 Rodent and Pest Control:	X			

EXHIBIT B				
<p>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.</p>				
Descriptions	Cost Allocation Categories			
	Cost Of The Work		CMR Fee	Owner Paid Costs
	Direct Cost of The Work	CMR Construction Phase Services Cost		
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 All Printing of Construction Documents (Drawings & 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		

EXHIBIT B				
<p>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.</p>				
Descriptions	Cost Allocation Categories			
	Cost Of The Work		CMR Fee	Owner Paid Costs
	Direct Cost of The Work	CMR Construction Phase Services Cost		
5.0 Misc Project Costs (Continued):				
5.19 "RediCheck" Services.				X
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	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 CMR Projects



**Section 00 52 23.3
Exhibit C
General Conditions And
Supplementary Conditions - CMR
(See Section 00 70 00 of this CMR RFP)**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106**



**Section 00 52 23.4
Exhibit D
Work Authorization Order**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
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 Administrative Services under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-1a, 4a-2, 4b-3, 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 _____
 Department of Administrative Services

Signature _____
 Date _____

CMR

By: _____
 Typed or printed name of authorized representative

Signature _____
 Date _____



**Section 00 52 23.5
Exhibit E
Form of Bonds**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106



PERFORMANCE BOND

Know all people by these presents

THAT.....of the
 Town of....., County of.....and
 State of....., as Principal (hereinafter called the Principal), and.....
 (Insert place of business).....

(a surety company authorized to transact business in the State of Connecticut), as Surety(ies) (hereinafter called the Surety(ies)), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of (\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety(ies) binds itself, its successors and assigns, jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of..... 20..... .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal has entered into a certain written Construction Manager at Risk (CMR) contract with said Obligee, dated the.....day of..... 20..... , as amended on _____, which written contract, as amended, shall provide for the following:

(Insert title and location of the project),
 Contract Number _____ - CMR; Project Number _____ - CMR

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the undertaking, covenants, terms, conditions, and agreements of said contract, as it may be extended, modified or altered, and during the *period* of any guaranty required under the contract, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.



Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes, in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

.....
....., Its Duly Authorized
.....
(Print Name)

.....
.....
(Print Name)

SEAL

Witnesses as to Surety

..... by
..... Its attorney in fact
(Print Name)

.....
.....
(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.



LABOR AND MATERIAL BOND

Know all people by these presents

THAT.....of the
 Town of....., County of.....and
 State of....., as Principal (hereinafter called the Principal), and.....
 (Insert place of business).....

(a surety company authorized to transact business in the State of Connecticut), as Surety(ies) (hereinafter called the Surety(ies)), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of (\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety(ies) binds itself, its successors and assigns, jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of..... 20..... .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal has entered into a certain written Construction Manager at Risk (CMR) contract with said Obligee, dated the.....day of..... 20..... , as amended on _____ which written contract, as amended, shall provide for the following:

(Insert title and location of the project).
 Contract Number _____-CMR ; Project Number _____-CMR

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, and/or required by the General Statutes of Connecticut, as amended, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect. This bond is provided pursuant to Section 49-41 et seq. of the General Statutes of Connecticut and shall be governed thereby.



Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefor, may bring a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or sums as may be justly due.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) shall ensure that the contractor chosen to complete the contract is prequalified pursuant to the section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

.....
....., Its Duly Authorized
.....
(Print Name)

.....
.....
(Print Name)

SEAL

Witnesses as to Surety

..... by
..... Its attorney in fact
(Print Name)

.....
.....
(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.



STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF CONSTRUCTION SERVICES
DCS LEGAL UNIT – ROOM 445
165 CAPITOL AVENUE
HARTFORD, CT 06106

SURETY SHEET

A. SURETY COMPANY

Name of Surety Company: _____

Address of Home Office: _____

Telephone Number: _____

B. AGENT

Name of Agency: _____

Address of Agency: _____

Attorney-In-Fact: _____

Telephone Number: _____

Project No.: _____

Contractor's Name: _____



**Section 00 52 23.6
Appendix I
Administrative and Statutory Requirements**

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit**

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. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

(b) (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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

(c) 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.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes § 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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

2. Executive Orders:

This 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. The contract may also be subject to the applicable parts of 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 Department shall provide a copy of these orders to the contractor.

- 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 DAS 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 DAS 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 Administrative Services' Anti-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 (a copy of the Policy is available on the DAS website). 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.

4. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq 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. Whistleblowing

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the CMR takes or threatens to take any personnel action against any employee of the CMR in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the CMR 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 this 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 State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the CMR.

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 Administrative Services, Division of Construction Services (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 contract is \$50,000.00 or more, including all amendments and/or commission letters, then the CMR shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DAS signs the contract.

9. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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 contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

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, and copying, 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 statute, 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 or 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

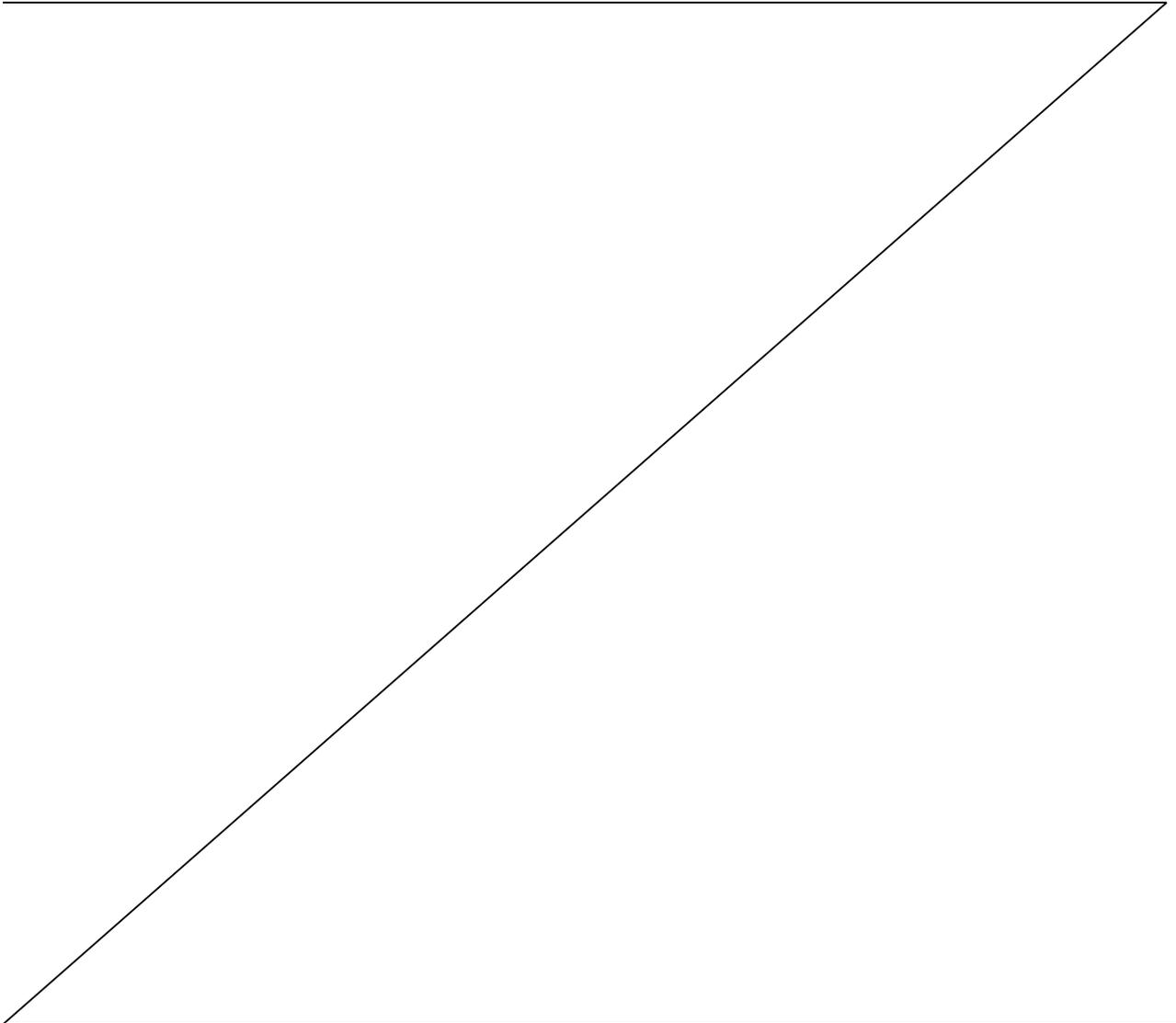
The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by 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.

16. Indemnification

The CMR shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the CMR or CMR Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the contract, to the extent of the CMR's or CMR Parties' negligence. The CMR's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the CMR's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.



ATTACHMENT

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, 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 Limitations

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

Contract Consequences

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

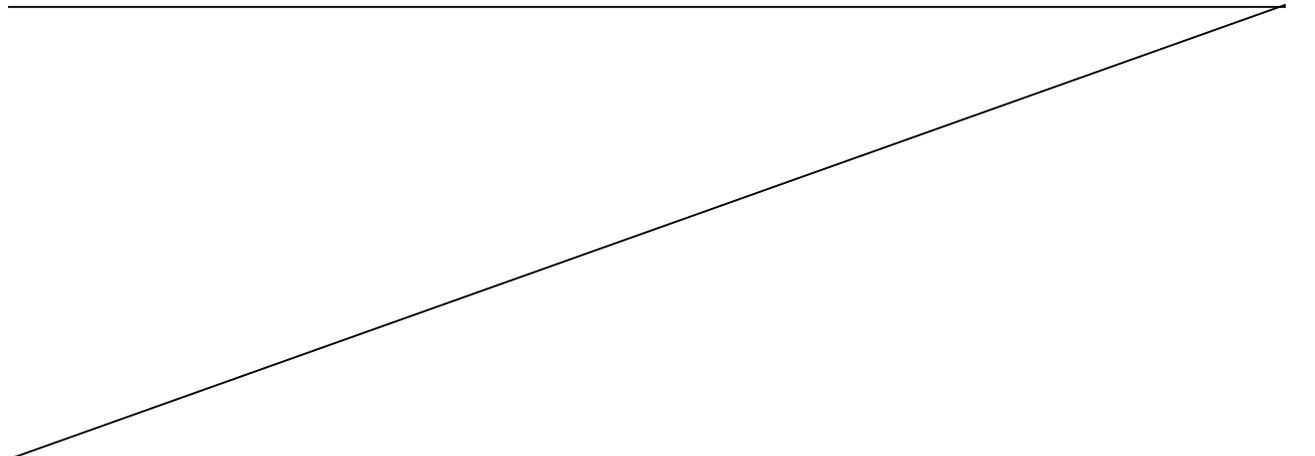
“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.





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

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

**Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106**



CMR Preconstruction Phase Supplemental Scope of Services

1.0 General:

For this Project the Construction Manager at Risk (CMR) shall perform the Preconstruction Phase 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.

NOTE: 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. The specific Preconstruction Phase Services for this Project are designated in Table 2.0 - Preconstruction Phase Supplemental Scope of Services and Milestone below:

2.0 Preconstruction Phase Services:

The CMR shall perform all of the designated Preconstruction Phase Services at each Design Phase Milestone. The DCS PM and Construction Administrator Representative shall review the CMR's submittals and approve each Project Element to be implemented on the project. The following **Table 2.0 - Preconstruction Phase Supplemental Scope of Services** Milestone Table contains the Percent Completion for each CMR Preconstruction Phase service:

Table 2.0 Preconstruction Phase Supplemental Scope of Services Milestones		
Percent Completion For This Project <i>(Indicated by Checked Box)</i>		PHASE
<input type="checkbox"/>	100%	Pre-Design Phase Services
<input type="checkbox"/>	50%	Schematic Design Phase Services
<input checked="" type="checkbox"/>	100%	Schematic Design Phase Services
<input type="checkbox"/>	50%	Design Development Phase Services
<input checked="" type="checkbox"/>	100%	Design Development Phase Services
<input type="checkbox"/>	50%	Construction Documents Phase Scope Services
<input checked="" type="checkbox"/>	90%	Construction Documents Phase Scope Services
<input checked="" type="checkbox"/>	100%	Final Bid Documents Conversion Into Subcontractor Bid Packages Services:
<input checked="" type="checkbox"/>	100%	Bid Phase Scope Services

2.1 Constructability Reviews:

All of the following Constructability Reviews shall be conducted at the designated Preconstruction Phase Milestones of **Table 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 Predesign Phase:

As required by **Table 2.0**, the Construction Manager shall work with the A/E's during this phase and submit a **written analysis/report** to the DCS Project Manager on the impact of the "Cost of the Work" budget's "Major Project Elements" and on the overall Project Schedule, including construction duration, for three (3) conceptual design alternatives. In conjunction with the A/E, the CMR shall formally present their findings and recommendations to DCS Project Manager and Agency Representative. The written analysis/report shall be submitted to the DCS PM and shall utilize the "Major Project Elements" and include, but not be limited to, the following:



2.1.2 **Predesign Phase:** (continued)

Major Project Elements			
A	New Building Construction		E Construction Phasing and Duration
B	Renovate Existing Building		F
C	Site work		G
D	Demolition		H

2.1.3 **Schematic Design Phase:**

As required by **Table 2.0**, the CMR shall review the A/E's **Schematic Design Phase Submittal(s)** 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;		

2.1.4 **Design Development Phase:**

As required by **Table 2.0**, the CMR shall review the A/E's **Design Development Phase Submittal(s)** 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 CMR shall also review the A/E's completed "3030 Checklist for Permits Certifications And Approvals". (Go to the online DCS Library (3000 Series) at www.ct.gov/dcs for a blank copy of the Checklist. Issue a written report on any special issues of concern to the DCS Project Manager.

2.1.4 Construction Documents Phase:

As required by **Table 2.0**, the CMR shall review the A/E's **Construction Document Phase Submittal(s)** 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, which 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	D4030	Fire Protection Specialties
D1020	Escalators & Moving Walks	D4090	Other Fire Protection Systems
D1090	Other Conveying Systems	G2040	Site Development
D2010	Plumbing Fixtures	G2050	Landscaping
D2020	Domestic Water Distribution	G3010	Water Supply
D2030	Sanitary Waste	G3020	Sanitary Sewer
D2040	Rain Water Drainage	G3030	Storm Sewer
D2090	Other Plumbing Systems	G3040	Heating Distribution
D3010	Energy Supply	G3050	Cooling Distribution
D3020	Heat Generating Systems	G3060	Fuel Distribution
D3030	Cooling Generating Systems	G3090	Other Site Mechanical Utilities
D3040	Distribution Systems	G4010	Electrical Distribution
D3050	Terminal & Package Units	G4020	Site Lighting
D3060	Controls & Instrumentation	G4030	Site Communications & Security
D3070	Systems Testing & Balancing	G4090	Other Site Electrical Utilities
D3090	Other HVAC Systems & Equip.	G9010	Service and Pedestrian Tunnels
D4010	Sprinklers	G9090	Other Site Systems & Equipment
D4020	Standpipes		



.2 Blasting and Pile Driving Report:
Blasting and Pile driving as it affects adjacent structures. The CMR shall issue a written report detailing its findings.

.3 Site Logistics Plan:
.1 As required by **Table 2.0**, and upon the A/E's **Construction Documents Submittal(s)** the CMR shall prepare and submit a Preliminary Site Logistics Plan for review by the A/E, DCS Project Manager, and Agency Representative(s).

.2 As required by **Table 2.0**, and upon the A/E's **Construction Documents Submittal(s)** the CMR 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	CMR field office trailer;
.5	Subcontractors field office trailers;
.6	Subcontractor's storage trailers or storage laydown areas.

.3 As required by **Table 2.0**, and upon the A/E's **Construction Documents Submittal(s)** the CMR 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:
As required by **Table 2.0**, and upon the A/E's **Construction Documents Submittal(s)** the CMR shall prepare and submit a Building Excavation Plan for review by the A/E, and 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, and the A/E 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, and the A/E are responsible for the development and control of the all Design Phases of the Project. The CMR 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 CMR are responsible for establishing the Construction Contract Time.



4.0 CMR Schedule Services During the Design Phase:

As required by **Table 2.0**, the CMR shall coordinate the scheduling all of the Design Phase activities with the DCS Project Manager, A/E, and Construction Administrator. The CMR shall provide the following scheduling services at the designated Preconstruction Phase Milestones.

4.1 Predesign Phase Submittal:

As required by **Table 2.0**, at the end of the **Predesign Phase** and prior to the start of the Schematic Design Phase, the CMR shall submit a **detailed written report** outlining the Project's Construction Schedule for the three conceptual alternative designs. The report shall include a verification of the overall construction duration and conceptual Construction Schedule submitted in a bar chart format for each of the three conceptual alternative designs.

4.2 Schematic Design Phase Submittal:

As required by **Table 2.0**, at the end of the **Schematic Design Phase(s)** 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 overall construction duration and conceptual Construction Schedule submitted in a bar chart format.

4.3 Design Development Phase Submittal:

As required by **Table 2.0**, at the end of the **Design Development Phase(s)** and prior to the start of the Construction Documents Phase the CMR shall develop and submit to the DCS Project Manager, A/E and Construction Administrator, a preliminary master Construction Schedule for review and approval. The schedule must be in a precedence diagram network (time logic format) outlining the following:

- 4.3.1** The proposed CMR's overall Construction Contract time duration and the phasing/sequences;
- 4.3.2** Shop drawings submittal and review duration as estimated by the CMR;
- 4.3.3** The proposed early purchase long lead items (if applicable);
- 4.3.4** All other proposed site support services and special services contract durations and their sequences;
- 4.3.5** Milestone(s) for State User Agency occupation and partial occupation as required;
- 4.3.6** The critical path for the project and float amounts available;
- 4.3.7** Mobilization and demobilization the Subcontractors and any vendors;
- 4.3.8** 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)**, and **Section 00 43 23 CMR Fee Proposal Form**. Any modification to the Construction Contract Time shall be required to be approved by the DCS Project Manager.

4.4 Construction Document Phase Submittal:

4.4.1 As required by **Table 2.0**, at the end of **Construction Documents Phase(s)** 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 4.3 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 Bid Phase:

The CMR shall coordinate the scheduling of all of their Bid Phase activities with the DCS Project Manager, A/E, and Construction Administrator 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 date(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 Preconstruction 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 DCS Project Manager, A/E, and Construction Administrator 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 shall provide the following Cost Control Management services:

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 Construction Administrator.
- 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 Predesign Phase Submittals:

As required by **Table 2.0**, and upon completion of Predesign Phase the CMR shall provide an estimate of the total "Cost of the Work" of the project for each of a maximum of **three (3)** conceptual design alternatives. The written cost estimates shall be submitted to the DCS PM and shall utilize the cost per gross square foot method for "Major Project Elements" and include, but not be limited to, the following:

Major Project Elements			
A	New Building Construction	E	Construction Phasing and Duration
B	Renovate Existing Building	F	
C	Site work	G	
D	Demolition	H	

6.2 Schematic Design Phase Submittal:

As required by **Table 2.0**, and upon completion of **Schematic Design Phase(s)** 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, which 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:

As required by **Table 2.0**, and upon completion of **Design Development Phase(s)** 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:

As required by **Table 2.0**, and upon completion of **Construction Document Phase(s)** 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, which 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 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: "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 DCS Office of State Building Inspector or the DCS Codes Unit 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 DCS's Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP) and **Subsections 4 and 5, 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 DCS General Conditions – CMR for soliciting Subcontractor Bid Packages, but develop Supplementary General Conditions - CMR (with 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 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.
- 8.2** **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 DCS Warranting Final Bid Documents"** of **Section 00 54 13**.
- 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, and 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 the Architect at each Subcontractor Bid Review Meeting. The meetings will include 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 Chief Architect, PM, ADPM for the Project 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 cooperate with the Architect in their production of complete set of "Conformed Set Bid Documents".

Note: "Conformed Set of Bid Documents" are defined as 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.

8.7 Building Information Model:

The CMR will use a Building Information Model (BIM) to collaboratively work with the architect during the planning and documentation stages as well as during construction. The required process is defined in the DAS BIM Guidelines. The DAS BIM Guidelines are found in the DAS / DCS Library as form number 0420. The Pre-Construction Phase Costs and Construction Phase Costs related to the BIM process shall be included in the CMR's cost proposal.

End

Section 00 54 13

CMR Preconstruction Phase Supplemental Scope of Services



APPENDIX 1

(Sample CMR Letter to CT DAS Warranting Subcontractor Bidding Packages)

Insert Date

Insert CT DCS PM Name – CT DCS Project Manager
165 Capitol Avenue
Room Insert Room Number
Hartford, Connecticut 06106

Subject: Insert CT DAS Project Number
Insert Project Number
Insert Project Location

Dear Insert CT DCS PM Name:

In accordance with **Section 00 54 13 CMR Preconstruction Phase Supplemental Scope of Services, Subsection 8 - CMR Warranting Final Bidding Documents**, Insert CMR Name hereby warrants their Subcontractor Bidding Packages against ambiguities, conflicts, or omissions, and guarantee to the CT DAS 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
Appendix 1 - Section 00 54 13



**Section 00 70 00
General Conditions of the Contract for Construction
For Construction Manager At Risk (CMR)**

(See Page 2 to access Section 00 72 23 General Conditions (CMR) and
Section 00 72 23.1 Supplementary Conditions (CMR))

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106



1.0 Section 00 72 23 - General Conditions (CMR) and Section 00 72 23.1 Supplementary Conditions (CMR) Templates Available For Shortlisted CMR Proposer Review:

All Shortlisted CMR Proposers can access the **Section 00 72 23 - General Conditions (CMR)** and **Section 00 72 23.1 Supplementary Conditions (CMR)** by the following the instructions below:

To access the CT DCS Website from the web:

1. Ensure that you are connected to the internet;
2. Type www.ct.gov/dcs into your web browser;
3. Access to the CT DCS website will open;
4. Click on the **DCS Library** link and then click on the **500 General Conditions and General Requirements** link;
5. Scroll down and under **CMR Projects** click on the **00 72 23 General Conditions for CMR** and **00 72 23.1 Supplementary General Conditions (CMR)** icon links.

**Section 00 72 23
General Conditions of the Contract for Construction – (CMR) Template
Table Of Contents**

ARTICLE	TITLE	PAGE
1	Definitions	3
2	Conditions of Work	8
3	Correlation of Contract Documents	9
4	Commencement and Progress of Work	9
5	Submittals, Product Data, Shop Drawings, and Samples	10
6	Separate Contracts	10
7	Cooperation of Trades	11
8	Damages	11
9	Minimum Wage Rates	12
10	Posting Minimum Wage Rates	12
11	Construction Schedules	12
12	Preference in Employment	13
13	Compensation for Changes in the Work	13
14	Deleted Work	15
15	Materials: Standards	15
16	Inspection and Tests	16
17	Royalties and Patents	17
18	Surveys, Permits, and Regulations	17
19	Protection of the Work, Persons and Property	18
20	Temporary Utilities	18
21	Correction of Work	18
22	Guarantees and Warranties	19

ARTICLE	TITLE	PAGE
23	Cutting, Fitting, Patching, and Digging	19
24	Cleaning Up and Construction Waste Management	19
25	All Work Subject to Control of the Commissioner	19
26	Authority of the Owner’s Representative	20
27	Schedule of Values: Application for Payment	20
28	Progress Payments	21
29	Delivery of Statement Showing Amounts Due for Wages, Materials, and Supplies	22
30	Substantial Completion, Functional Completion and Acceptance of the Work	22
31	Final Payment	23
32	Owner’s Right to Withhold Payments	23
33	Owner’s Right to Stop Work or Terminate Contract	24
34	Subletting or Assigning of Contract	24
35	Contractor’s Insurance	25
36	Foreign Materials	26
37	Hours of Work	26
38	Claims	27
39	Diesel Vehicle Emissions Control	29
Appendixes		
	Appendix 1 – CT DCS 7050 CMR Retainage Reduction Request Form	31

End Section 00 73 23 General Conditions (CMR)



Section 01 00 01 General Requirements - CMR

(See Page 2 to access Section 01 00 01 General Requirements)

For

**Goddard Hall - Communications Renovation
Eastern Connecticut State University
Willimantic, CT
BI-RW-329 CMR**

Prepared By:
CT Department of Administrative Services (DAS)
Division of Construction Services (DCS)
Office of Design & Construction - Process Management Unit
165 Capitol Avenue, Hartford, CT 06106



1.0 Section 01 00 01 - General Requirements (CMR) Templates Available For Shortlisted CMR Proposer Review:

All Shortlisted CMR Proposers can access the **Section 01 00 01 - General Requirements (CMR)** by the following the instructions below:

To access the CT DCS Website from the web:

1. Ensure that you are connected to the internet;
2. Type www.ct.gov/dcs into your web browser;
3. Access to the **CT DCS** website will open;
4. Click on the **DCS Library** link and then click on the **500 General Conditions and General Requirements** link;
5. Scroll down to **CMR Projects**.

Division 01		Section 00 01 01	
Table Of Contents - General Requirements – (CMR) Templates			
Section No.	Title		Page Count
01 11 00	Summary of Work - CMR		TBD
01 20 00	Contract Considerations - CMR		TBD
01 25 00	Substitution Procedures - CMR		TBD
01 26 00	Contract Modification Procedures - CMR		TBD
01 29 76	Progress Payment Procedures - CMR		TBD
01 31 00	Project Management and Coordination - CMR		TBD
01 31 19	Project Meetings - CMR		TBD
01 32 16.13	CPM Schedules - CMR		TBD
01 32 33	Photographic Documentation - CMR		TBD
01 33 00	Submittal Procedures - CMR		TBD
01 35 16	Alteration Project Procedures - CMR		TBD
01 35 26	Government Safety Requirements - CMR		TBD
01 42 20	Reference Standards & Definitions - CMR		TBD
01 45 00	Quality Control - CMR		TBD
01 45 23	Testing for Indoor Air Quality, Baseline Indoor Air Quality, & Materials - CMR		TBD
01 50 00	Temporary Facilities & Controls - CMR		TBD
01 57 30	Indoor Environmental Control		TBD
01 57 40	Construction Indoor Air Quality Management Plan - CMR		TBD
01 60 00	Product Requirements - CMR		TBD
01 71 23	Field Engineering - CMR		TBD
01 73 29	Cutting and Patching - CMR		TBD
01 74 19	Construction Waste Management & Disposal - CMR		TBD
01 75 00	Starting & Adjusting - CMR		TBD
01 77 00	Closeout Procedures- CMR		TBD
01 78 23	Operation & Maintenance Data - CMR		TBD
01 78 30	Warranties & Bonds - CMR		TBD
01 81 13	Sustainable Design Requirements - CMR		TBD
01 91 00	Commissioning - CMR		TBD

End Section 01 00 01 General Requirements – CMR