STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES

GUARANTEED MAXIMUM PRICE AMENDMENT To Agreement dated September 27, 2016

Between the State of Connecticut and KBE Building Corporation

For Project No. BI-RC-394 CMR

This amendment to the hereinafter-mentioned Agreement is entered into this <u>26th</u> day of April, 2019, by and between the State of Connecticut, hereinafter called the Owner, acting herein by its Commissioner or designee duly authorized of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, 4b-3, and 4b-103 of the Connecticut General Statutes, as revised, and KBE Building Corporation, hereinafter called the CMR.

WITNESSETH

Whereas the Owner and CMR entered into an Agreement on September 27, 2016 in connection with the project entitled Renovation/Expansion of Barnard Hall, Central Connecticut State University, New Britain, CT, Project No. BI-RC-394-CMR (the "Agreement"); and

Whereas, Section 4.1.1 of the Agreement provides compensation for preconstruction services in the amount of One Hundred Thousand Four Hundred Thirty Dollars (\$100,430.00), which amount is not factored into and made a part of the Guaranteed Maximum Price (GMP); and

Whereas, the Owner and CMR wish to amend the CMR Agreement to add certain additional preconstruction services; and

Whereas, the parties hereto are desirous of amending Article 8 of the CMR Agreement; 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 follows:

- 1. The CMR's Guaranteed Maximum Price ("GMP") for the Work is: Eighteen Million Seven Hundred Forty Five Thousand Eight Hundred Nine Dollars (\$18,745,809.00).
- 2. The amount of the Preconstruction Services in Section 4.1.1 of the CMR Agreement is revised from One Hundred Thousand Four Hundred Thirty Dollars (\$100,430.00) to One Hundred Thirty Six Thousand Six Hundred Fourteen Dollars (\$136,614.00), an increase of Thirty Six Thousand One Hundred Eighty Four Dollars (\$36,184.00). This amount includes any and all costs and expenses incurred by the CMR for preconstruction services including, but not limited to, all delays, bidding, value engineering, re-bidding, award of subcontracts, escalation of staff rates, and the establishment and approval of this GMP Amendment. Said amount for preconstruction services is not factored into the GMP set forth above.
- 3. 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 K as follows:

CMR Projects	Project No.:	BI-RC-394	CMR
CT Department of Administrative Services – 5-23-18	Core CT No.:	16DAS3029AA	

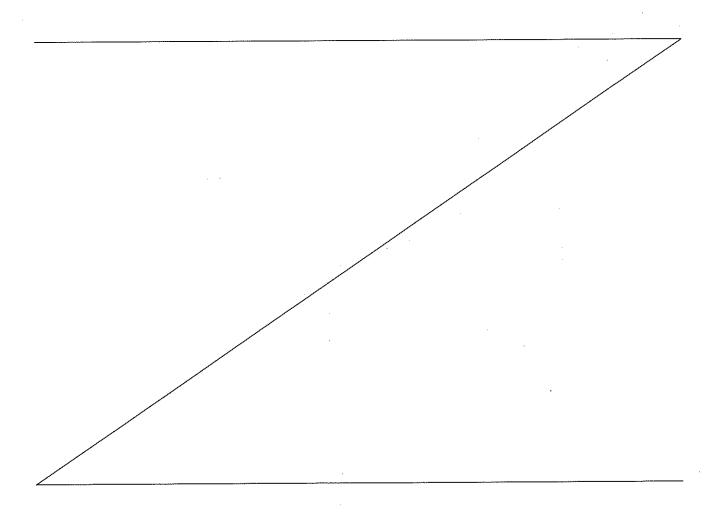
	Exhibit A		red April 22, 2019 from CMR to the Owner regarding this GMP Proposal. Said letter includes ts pertinent to the following:
		(a)	Total GMP amount
		(b)	Substantial Completion with confirmation of associated Liquidated Damages
		(c)	Date of Acceptance with confirmation of associated Liquidated Damages
		(d)	Formal recommendation for approval of the listed Trade Contractors
		(e)	Statement reaffirming all warranties, acknowledgements, certifications contained in CMR Agreement (including, but not limited to, section 2.2.12 of CMR Agreement)
		(f)	Debarred Trade Contractors
		(g)	Trade Contractors' Licenses
		(h)	CMR Insurance Certificates
		(i)	CMR Bonds, Powers of Attorney, and Surety Sheet
		(j)	Wage Certifications and Prevailing Wage Rates
	Exhibit B	GMP Pro	posal Summary Sheet
	Exhibit C	Assumpti	ons and Clarifications made in preparing the GMP
	Exhibit D	Allowance	e items
	Exhibit E	Completion	on Schedule
	Exhibit F	Alternate	Prices
	Exhibit G	Unit Price	es
	Exhibit H	Small Bu	siness Enterprise and Minority Business Enterprise Summary
	Exhibit I	Project D	ocuments (Drawings, Specifications, and addenda thereto)
	Exhibit J	Bid Resu	Its with Explanation
	Exhibit K	Wage Ce	rtifications and Prevailing Wage Rates
4	The data of	Cubatantia	Completion established by this GMP Amendment is: November 6, 2020

- 4. The date of Substantial Completion established by this GMP Amendment is: November 6, 2020.
- 5. The date of Acceptance established by this GMP Amendment is: February 4, 2021.
- 6. Section 8.1.4 of the Agreement is revised by adding the following:
 - 8.1.4.6 Contractor's Pollution Liability. For losses caused by pollution conditions that arise from the operations of the CMR as described in the Scope of Services section of this Contract.

Per Occurrence General Aggregate \$1,000,000.00 \$2,000,000.00

- a. The policy shall not contain an exclusion for professional services or for the breach of professional duties.
- b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the activities for which the Contractor is legally liable.
- c. The policy shall be endorsed to include the following additional insured language: "The State shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

- 7. The Appendix ${f I}$ attached hereto and made a part hereof replaces the Appendix ${f I}$ to the Agreement.
- 8. 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.
- 9. This GMP Amendment shall take effect upon its approval as to form as noted in Paragraph 10.
- 10. 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.
- 11. 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."



of Administrative Services, and the CMR have executed this GMP Amendment. State of Connecticut (the "Owner") Attested by: Joseph V. Cassidy Director of Project Management Department of Administrative Services Date signed: + | Luly 9 Witness signature Print name CATHY E. PHEUS KBE Building Corporation (the "CMR") Attested by: Print name CATHY E. PHEUS Approved as to Attorney General ASST. DEPUTY ATTY. GENERAL

IN WITNESS WHEREOF, the Owner, acting herein by the Commissioner or designee, duly authorized, of the Department

CCSU – Renovations and Additions To Barnard Hall

DAS Project Number BI-RC-394 CMR CMR New Britain, CT

4/22/2019

GMP - Table of Contents

1.	Exhibit A - Statement Letter to Owner	4 pages
2.	Exhibit B - GMP Cost Summary	4 pages
3.	Exhibit C - Assumptions and Clarifications	1 pages
4.	Exhibit D - Allowances	1 pages
5.	Exhibit E - Completion Schedule	5 pages
6.	Exhibit F - Alternate Prices	1 pages
7.	Exhibit G – Unit Prices	4 pages
8.	Exhibit H - SBE/MBE Summary	1 pages
9.	Exhibit I – Project Documents List	7 pages
10.	Exhibit J – Bid Results with Explanation	1 pages
11.	Exhibit K - Wage Certifications and Prevailing Wage Rates	15 pages



EXHIBIT A

April 22, 2019

Mr. Anthony DeNapoli
Associate Project Manager
State of Connecticut, Division of Construction Services
Department of Administrative Services
450 Columbus Boulevard
Hartford, CT 06106

Re:

CCSU – Renovations and Additions to Barnard Hall

DAS Project No. BI-RC-394 CMR Guaranteed Maximum Price Proposal

Dear Anthony,

Pursuant to Article 2 Section 2.2 (Guaranteed Maximum Price Proposal and Contract Time) of the Construction Management Agreement, KBE Building Corporation submits its Guaranteed Maximum Price Proposal for the above project.

- a. The proposed Guaranteed Maximum Price is Eighteen Million Seven Hundred Forty Five Thousand Eight Hundred Nine Dollars and 00/100 Cents (\$18,745,809.00), based upon Exhibits B through K attached hereto.
- b. The Date of Substantial Completion is November 6, 2020, based on acceptance of the GMP Amendment and a Notice to Proceed by May 17, 2019. The total construction duration is Five Hundred Forty (540) calendar days to Substantial Completion. The Substantial Completion Date will be adjusted by an equal number of days in the event that the CMR receives a Notice to Proceed and fully executed GMP Amendment after May 17, 2019.

The Liquidated Damages are confirmed to be assessed based on the amount of Seven Thousand Nine Hundred Seventy Three Dollars (\$7,973.00) per day for each calendar day beyond the established Substantial Completion Date that the CMR fails to achieve Substantial Completion.

c. The Date of Acceptance for the project is February 4, 2021, based on a construction duration of Five Hundred Forty (540) calendar days to Substantial Completion and Ninety (90) calendar days to Acceptance. The Date of Acceptance will be adjusted by an equal number of days in the event that the CMR receives a Notice to Proceed and fully executed GMP Amendment after May 17, 2019.

The Liquidated Damages are confirmed to be assessed based on the amount of Three Thousand Thirty Two Dollars (\$3,032.00) per day for each calendar day beyond Ninety (90) calendar days after the established Substantial Completion Date that the CMR fails to achieve Acceptance as indicated in the Contract Documents.

- d. KBE recommends for approval the Trade Contractors listed below:
 - 1- Excavation and Fill Colossale
 - a. Bid Received: 9/24/2018
 - b. Bid Scoped: 10/9/2018
 - 2- Landscaping Stonehedge
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/14/2019
 - 3- Abatement and Demolition American Environmental
 - a. Bid Received: 9/24/2018
 - b, Bid Scoped: 10/15/2018
 - 4- Cast-in-Place Concrete Universal Foundations
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/7/2019
 - 5- Masonry Filloramo
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/8/2019
 - 6- Metals Steel Tech
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/7/2019
 - 7- Wood, Plastics and Composites Zavarella
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/8/2019
 - 8- Roofing Silktown
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/14/2019
 - 9- Waterproofing, Damproofing and Joint Sealants Daniels Caulking
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/12/2019
 - 10- Fire Stopping Within General Trades
 - 11-Doors, Frames and Hardware Builders Hardware
 - a. Bid Received: 9/24/2018
 - b. Bid Scoped: 10/18/2018
 - 12-Windows / Glazing Accurate Door and Window
 - a. Bid Received: 1/31/2019
 - b. Bid Scoped: 2/7/2019



13- Drywall, Insulation and Rough Carpentry - CONN Acoustics

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/14/2019

14- Tiling - Within Flooring

15-Flooring - Barrall and Konover

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/14/2019

16-Fluid-Applied Flooring – Mackenzie Painting Company

a. Bid Received: 9/24/2018

b. Bid Scoped: 10/15/2018

17- Acoustical Ceilings - Central Conn Acoustics

a. Bid Received: 9/24/2018

b. Bid Scoped: 10/11/2018

18-Painting - M & P Painting

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/7/2019

19-General Trades - Sarazin

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/8/2019

20-Signage - Elite

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/8/2019

21-Fire Suppression - Encore

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/20/2019

22-Plumbing - MJ Daly

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/20/2019

23-HVAC - MJ Daly

a. Bid Received: 9/24/2018

b. Bid Scoped: 10/15/2018

24-Electrical - Wayne J Griffin

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/20/2019

25-Tele-Data - Within Electrical

26-Fire Alarm and Security - Within Electrical

27-Final Cleaning - Horizon

a. Bid Received: 1/31/2019

b. Bid Scoped: 2/14/2019

e. With this GMP proposal, KBE reaffirms all warranties, acknowledgements, and certifications contained in the Contract Documents including, but not limited to, Subsection 2.2.12 of the CMR Agreement. By proposing the GMP, KBE 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. KBE 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. KBE hereby certifies that the Work shall be completed, in place and in full accordance with the Contract Documents, within the time limits specified, as may be adjusted pursuant to the Construction Management Agreement.

- f. KBE has reviewed the debarment list published by the State of Connecticut Department of Labor, and confirms that none of the recommended Trade Contractors on Exhibit J are on the debarment list.
- g. KBE has obtained copies of the requisite trade licenses from each of the Trade Contractors on Exhibit J, and has confirmed through the relevant state agencies that the trade licenses are current and valid.
- **h.** KBE encloses its insurance certificate(s) consistent with the requirements of the Contract Documents.
- i. KBE encloses its payment and performance bonds consistent with the requirements of the Contract Documents.
- j. KBE encloses the wage certifications and prevailing wage rates applicable to CCSU Barnard Hall form for itself and the trade contractors listed on Exhibit J.

Respectfully submitted,

Jim Culkin, COO and Executive Vice President

CC:

A. Mancini, KBE

J. Glaser, KBE

P. Simmons, DAS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street	E-MAIL	FAX [A/G, No.]; (800) 363-0105		
Suite 2201 Boston MA 02109 USA	ADDRESS: INSURER(S) AFFORDING COVERAGE	NAIC#		
INSURED	INSURER A: Indian Harbor Insurance Com	pany 36940		
KBE Building Corporation	INSURER B: Liberty Mutual Fire Ins Co	23035		
76 Batterson Park Road Farmington CT 06032 USA	INSURER C: Zurich American Ins Co	16535		
FARMINGCON CT 00032 03A	INSURER D: XL Insurance America Inc	24554		
	INSURER E:			
	INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 570076025168	REVISION NUMBER:	
THIS IS TO CEPTIEV THAT	T THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IS	SUED TO THE INSURED NAMED ABOVE FOR THE POLICY F	'ERIOD
INDICATED NOTWITHST	ANDING ANY RECURPEMENT TERM OR CONDITION OF ANY CO	NTRACT OR OTHER DOCUMENT WITH RESPECT TO WHIC	нины
OFFICATE MAY BE ID	SUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE	POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE 1	TERMS.
CERTIFICATE MAY BE IS	ITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REI	NICED BY DAID OF AIMS	
EXCLUSIONS AND COND	ITIONS OF SUCH POLICIES, LIVITS SHOWN MAT HAVE DEEN KEI	DUCED BY PAID CLAIMS. Limits shown are as re	cuuesi

INSR	RENTED \$500,000
CLAIMS-MADE X OCCUR PREMISES (E	
MED EXP (An	/ one person) \$10,000
PERSONAL &	ADV INJURY \$2,000,000
GENERALAG	GREGATE \$4,000,000
	COMP/OP AGG \$4,000,000
OTHER:	
B AUTOMOBILE LIABILITY AS2-611-B6781R-019 04/01/2019 04/01/2020 COMBINED S (Ea accident)	NGLE LIMIT \$1,000,000
X ANYAUTO BODILY INJUI	tY (Perperson)
BODIYINJU	(Y (Per accident)
OWNED AUTOS ONLY AUTOS X NON-OWNED PROPERTY D (Per accident)	AMAGE
ONLY AUTOS ONLY -X Coll Ded \$1,000 X Comp Ded \$1,000 Medical Payrm	ents Lla \$5,000
D UMBRELLALIAB X OCCUR US00083587LI19A 04/01/2019 04/01/2020 EACH OCCUR	RENCE \$10,000,000
X EXCESS LIAB CLAIMS-MADE AGGREGATE	\$20,000,000
DED RETENTION	
C WORKERS COMPENSATION AND WC437326811 04/01/2019 04/01/2020 X PER ST/	TUTE OTH-
EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE AND ANY PROPRIETOR / PARTNER / PA	
ACTION DEPOSITION DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACT	EAEMPLOYEE \$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below	POLICYLIMIT \$1,000,000
4 Env CRI /Prof	/Prof Loss \$2,000,000
SIR applies per policy terms & conditions Deductible Aggregate	1

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. BI-RC-394-CMR - CCSU - Barnard Hall Renovation/Expansion. The State of Connecticut Department of Construction Services, (Owner) and its officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. XCU is not excluded from General Liability policy. Retroactive Date is equal to or earlier than 9/27/2016 for Pollution and Professional coverage. The State of Connecticut as Additional Insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor in accordance with the policy provisions of the Pollution policy.

CERTIFIC	ATE H	OLDER
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

State of Connecticut DAS/CS OLAPP 450 Columbus Boulevard - Suite 1307 Hartford CT 06103 USA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The State of Connecticut Department of Construction Services, (Owner) and its officers, agents, and employees

Location(s) Of Covered Operations

RE: Project # BI-RC-394-CMR - CCSU- Barnard Hall Renovation/Expansion.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

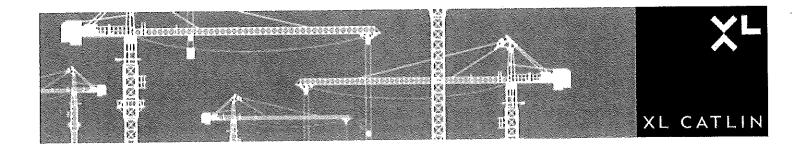
Name Of Additional Insured Person(s) Or Organization(s):

The State of Connecticut Department of Construction Services, (Owner) and its officers, agents, and employees

Location And Description Of Completed Operations

RE: Project # BI-RC-394-CMR-CCSU-Barnard Hall Renovation/Expansion

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Regulatory Office 505 Eagleview Blvd., Ste. 100 Dept: Regulatory Exton, PA 19341-1120 (800) 688-1840

Company Providing Coverage:

Indian Harbor Insurance Company

PA/CE Plus: Professional Activities/Complete Execution + Pollution (Occurrence)

PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS

Section I., Coverages A., B., C., D.2, D.3, and D.4. include "Claims-made and Reported" coverage and have different reporting requirements from other sections of this policy. These sections of the policy require that a Claim be made against or by the Insured during the Policy Period or optional extended reporting period, and reported to us, in writing, during the Policy Period, automatic extended reporting period or optional extended reporting period. Certain states mandate specific warnings, exceptions or conditions. Please read this policy carefully, including the Declarations and all Endorsements.

This policy contains provisions which limit the amount of **Legal Expense** we are responsible to pay in connection with **Claims**. **Legal Expense** shall be subject to any Self-Insured Retention Amount. The payment of **Legal Expense** will reduce the Limits of Liability stated in Item 3. of the Declarations.

Declarations

Policy Number:

CEO744679702

Renewal of:

CEO744679701

NOTICE

THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.

Named Insured: 1.

KBE Holdings, Inc.

Address:

76 Batterson Park Road

City, State, Zip:

Farmington, CT 06032

Policy Period: 2.

From: 12:0

12:01 A.M. Standard time

October 31, 2018

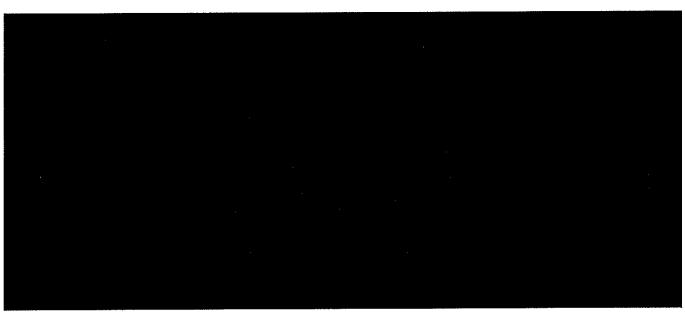
To:

12:01 A.M. Standard time

October 31, 2019

At the address shown in Item 1. Above

Specific Coverages, Limits of Liability, Self-Insured Retention Amounts and Retroactive Date(s): This policy only includes the coverages stated in Section 1. What We Cover, for which Limits of Liability, a Self-Insured Retention Amount, and Retroactive Date are shown below. If Limits of Liability, a Self-Insured Retention Amount, and Retroactive Date are not shown below for a specific coverage, that specific coverage does not apply:



Pollution	Loee	Coverage	٦.
20111111111111	LUSS	Coverage	3.

Job Site - Occurrence:	D.1.	\$	10,000,000	Each Claim Limit of Liability
		\$	10,000,000	Pollution Loss Coverage Aggregate Limit
		\$	50,000	Self-Insured Retention
		Re	troactive Date:	N/A
Transportation:	D.2.	\$	10,000,000	Each Claim Limit of Liability
		\$	10,000,000	Pollution Loss Coverage Aggregate Limit
		\$	50,000	Self-Insured Retention
Non-Owned Disposal Site:	D.3.	\$	10,000,000	Each Claim Limit of Liability
•		\$	10,000,000	Pollution Loss Coverage Aggregate Limit
•		\$	50,000	Self-Insured Retention
		Re	troactive Date:	January 1, 1900
Named Insured's Location:	D.4.	\$	10,000,000	Each Claim Limit of Liability
,		\$	10,000,000	Pollution Loss Coverage Aggregate Limit
·		\$	50,000	Self-Insured Retention

Emergency Remediation Coverage:		E.	\$	10,000,000	Each Claim Limit of Liability
			\$	10,000,000	Emergency Remediation Coverage Aggregate Limit
			\$	50,000	Self-Insured Retention
Policy Aggregate Limit of Liability:		F.	\$	10,000,000	
Policy Premium:	4.				
Certified Acts of Terrorism Premium:					
Total Policy Premium:					
Minimum Earned Premium:	5.				
Notices and Claims to be sent to:	6.				
Endorsements:	7.	٠	See	e attached sched	ule for endorsements attached at policy issuance
Broker: Address: City, State, Zip: By:	8.		On	n Risk Services N e Liberty Plaza, 1 w York, NY 10000	65 Broadway, Suite 3201
_ ,			Au	thorized Represe	ntative

- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - a.) if the you are required to include the Client as an additional Insured in a written contract in effect during the Policy

 Period and signed by the you prior to the first commencement of the Pollution Condition; and
 - b. with respect to the Client's vicarious liability resulting fromyour Contracting Activity.
- With regard to Section 1: What We Cover D.1., all persons or organizations, other than a Client, as required by a written contract executed by the Named Insured, but only for:
 - a. a Pollution Condition caused by your Contracting Activity; and
 - the vicarious liability of the person or organization that results from the performance of your Contracting Activity
 provided that such written contract is signed by the Named Insured prior to the commencement of the Pollution Condition.



ENDORSEMENT #004

This endorsement, effective 12:01 a.m., October 31, 2018, forms a part of Policy No. CEO744679702 issued to KBE HOLDINGS, INC. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT ENDORSEMENT - ADDITIONAL NAMED INSURED SCHEDULE

This endorsement modifies insurance provided under the following:

PA/CE Plus: Professional Activities/Complete Execution + Pollution (Occurrence)

PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS

In consideration of the premium charged, it is hereby understood and agreed that Definition Q., Named Insured of SECTION 2: DEFINITIONS is amended to include the following:

	<u>Schedule</u>	. 1	
•			
KBE Building Corporation			

All other terms, conditions and exclusions of this policy remain unchanged.



CONFIRMATION OF COVERAGE **Builders Risk**

Issued Date: April 25, 2019

COMPANY AFFORDING COVERAGE

POLICY

PERIOD

10/31/2018 to

10/31/2019

Hanover Insurance Company

Worcester, Massachusetts 01653

440 Lincoln Street

IHY D583849 03

POLICY NUMBER

THIS CONFIRMATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

Aon Risk Services Northeast, Inc.

53 State Street

Boston, MA 02109

INSURED

KBE Building Corporation 76 Batterson Park Road

Farmington, CT 06032

POLICY LIMITS

\$18,781,993 Total Contract value \$2,500 Deductible

PROJECT INFORMATION

Name:

Renovations and Additions to Barnard Hall at CCSU

Owner and Loss

State of Connecticut

Payee:

Department of Administrative Services Division of Construction Services

Description:

The project consists of 73,248 square feet of renovation work at the existing Barnard Hall, as well as the construction of a 9,869 square foot addition with office space, meeting rooms and

a two-story atrium.

Project Location:

1615 Stanley St, New Britain, CT 06053

Project Term:

5/17/2019-2/4/2021 ·

Phelps, Cathy

From:

Dunn, Robert <rdunn@kbebuilding.com>

Sent:

Thursday, April 25, 2019 6:47 PM

To:

Phelps, Cathy

Cc:

Culkin, Jim; Desrosiers, Christopher; DeNapoli, Anthony; Simmons, Peter;

wlehner@nosalbuilders.com; jmichaud@nosalbuilders.com; Avery, Roberta; Conklin,

Laurie: Kopetz, Kevin

Subject:

Attachments:

RE: BI-RC-394-CMR GMP Amendment: insurance, bonding and credential requirements 2019-04-25 CCSU Banard Hall Confirmation of BR Coverage.pdf; 2019-04-25 Additional

Named Insured Endorsement to 2018-10-31 to 2019-10-31 XL Catlin Pollution & Professional Policy.pdf; Thank you for placing your business with Liberty Mutual

Insurance!

Cathy, yes KBE Building Corporation is an insured under the Pollution policy. I've attached a copy of the endorsement.

As we discussed earlier today, the Pollution policy contains a blanket Additional Insured clause, which was part of the PDF sent to you earlier today. The clause automatically adds the State as Additional Insured since we modified the GMP Amendment to include the requirement. The clause is re-stated below.

- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - a. if the you are required to include the Client as an additional Insured in a written contract in effect during the Policy Period and signed by the you prior to the first commencement of the Pollution Condition; and
 - b. with respect to the Client's vicarious liability resulting from your Contracting Activity.

Confirmation of Builder's Risk is enclosed with a corrected insured value. The coverages in Section 8.1.4.3 - 8.1.4.5 will be included, as of the effective date of the notice to proceed, 5/17/19.

Finally, I enclose the confirmation of coverage for the OCP, which policy will commence on the effective date of the notice to proceed, 5/17/19.



Let's Build Excellence Together
Learn how KBE uses BIM360 to create a "WOW" experience!

Robert G. Dunn, Esq. | Vice President & General Counsel P: 860.284.7468 | E: rdunn@kbebuilding.com 76 Batterson Park Road, Farmington, CT 06032

KBE Building Corporation // One of the KBE Companies
Offices: Farmington, CT | Norwalk, CT | Columbia, MD
www.kbebuilding.com

. From: Phelps, Cathy < Cathy. Phelps@ct.gov>

Sent: Thursday, April 25, 2019 4:50 PM

To: Conklin, Laurie < lconklin@kbebuilding.com>

Cc: Culkin, Jim <jculkin@kbebuilding.com>; Desrosiers, Christopher <cdesrosiers@kbebuilding.com>; DeNapoli, Anthony <Anthony.DeNapoli@ct.gov>; Simmons, Peter <Peter.Simmons@ct.gov>; wlehner@nosalbuilders.com; jmichaud@nosalbuilders.com; Avery, Roberta <Roberta.Avery@ct.gov>; Dunn, Robert <rdunn@kbebuilding.com>

Subject: RE: BI-RC-394-CMR GMP Amendment: insurance, bonding and credential requirements

Good Afternoon Laurie,

Thank you for forwarding the Pollution Liability policy dec page.

It shows the named insured as "KBE Holdings, Inc." Please affirm that KBE Building Corporation is insured under this policy. Thanks.

We await the endorsement to this policy naming the State of Connecticut as additional insured.

Also, thank you for forwarding the COI dated 4/25/19 for the GL, Auto, Umbrella/Excess, WC, Env CPL/Professional Liability coverages. These are acceptable.

Please provide evidence of valuable papers coverage in the amount of \$25,000.

We also await evidence of Builder's Risk Insurance in the amount of the value of the project. It should indicate that the various coverage amounts shown in Article 8, Section 8.1.34.5 of the CMR Agreement, shown below, have been met. Also, the State of Connecticut should be listed as loss payee.

·		
Policy Limit		Value of Project
Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson, and Acts of Sabotage.		Value of Project
Limits for Soft Costs		\$ 5 Million
Limits for Flood		\$ 10 Million
Limits of Earthquake		<u>\$ 10</u> Million
Toppling of Crane		<u>\$ 1</u> Million
Theft or Destruction of Materials at Job Site		\$ 500 Thousand
Mold, Mildew, Fungus, Dry Rot, Wet Rot	·	\$ 500 Thousand
Loss of Use		\$ 5 Million
Landscaping	,	\$ 100 Thousand
Storage		\$ 500 Thousand
Business Interruption		<u>\$ 5</u> Million
Inland Marine/Transit		\$ 500 Thousand
Terrorism		Value of Project
Deductibles "Significant" Loss (equal to greater than \$2.0 million) "Minor Loss" (less than \$2.0 million).		\$ 25,000

Phelps, Cathy

From:

Dunn, Robert <rdunn@kbebuilding.com>

Sent:

Friday, April 26, 2019 9:56 AM DeNapoli, Anthony, Phelps, Cathy

To: Cc:

Culkin, Jim; Desrosiers, Christopher; Simmons, Peter; wlehner@nosalbuilders.com;

jmichaud@nosalbuilders.com; Avery, Roberta; Conklin, Laurie; Kopetz, Kevin

Subject:

RE: BI-RC-394-CMR GMP Amendment: insurance, bonding and credential requirements

Per my e-mail last night the valuable papers coverage will be part of the Builder's Risk policy.

Phelps, Cathy

From:

O'Brien, Natalie < Natalie.O'Brien@LibertyMutual.com>

Sent:

Thursday, April 25, 2019 1:16 PM

To:

Moira Davis; Donna Allard-Flett

Cc:

Scarano, Diane

Subject:

Thank you for placing your business with Liberty Mutual Insurance!

COMMERCIAL MARKETS

Thank you for choosing Liberty Mutual Insurance

Welcome to Liberty Mutual Commercial Insurance. Please accept this confirmation of coverage for the following lines of business:

Type of Coverage	Policy Number	Policy Period	Company Name	NAIC#
C William		5/17/2019- 11/17/2020	Liberty Mutual Fire Insurance Co	23035

Please review the policyholder details included with this confirmation. If you have any questions, call or email me, the underwriter or your Account Executive:

Diane Scarano Underwriter	Dustin Foster Customer Service Manager
(617)574-6667	(857) 224-5373
Diane.Scarano@LibertyMutual.com	Dustin.Foster@LibertyMutual.com
Natalie O'Brien Account Specialist	Diane Beaudoin Customer Service Coordinator
(617)654-4096	(781) 647-8137
Natalie.Obrien@LibertyMutual.com	Diane.Beaudoin@LibertyMutual.com

OCP Policyholder Detail:

Policyholder Limits of Li Name	ability Contractor Name	Contractor Address	Contract Number & Location
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11-7 7	76 Batterson Park Road Farmington, CT 06032 Renovations and Additions to Barnard Hall at CCSU
--------	--

PERFORMANCE BOND

Bond No. 8253-01-06

Know all people by these presents

THAT		KBE Building Corporation	of the
Town of	Farmington	, County of	Hartfordand
	Federal Insurance Com	npany, 202B Hall's Mill Road, Whiteho	rincipal), and ouse Station, NJ 08889 s)
called the S Obligee) in t (\$.\$18.745.80 necticut, to t heirs, execut	urety(ies)), are held and find the full penal sum of Fightes 1990	irmly bound unto the State of Million, Seven Hundred Forty Five Thou ful money of the United State nd truly to be made and done,	necticut), as Surety(ies) (hereinafter Connecticut (hereinafter called the sand Eight Hundred Nine and 00/100
Signed, s	sealed and delivered this	day of	April
	THE CONDITION	N OF THIS OBLIGATION I	S SUCH THAT
contract with	n said Obligee, dated the		nstruction Manager at Risk (CMR)September 2016, as amended for the following:
	Renovation/Expansion of B	arnard Hall, Central Connecticut State	e University, New Britain, CT.
		cation of the project). BI-RC-394 - CMR; Project 1	Number <u>BI-RC-394</u> - CMR
which contra	act including any hereafte	r made extension modification	or alteration thereof together with

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.

SEAL

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.

KBE Building Corporation

Witnesses as to Principal	<	And May	
Thory E. Barrieri (Print Name)		,Its Robert G. Dunn,	Duly Authorized Vice President and General Counsel
Kalvie Conkin (Print Name)			
Witnesses as to Surety Jane Gilson, Witness (Print Name) Bryan Huft, Witness (Print Name)	by	Federal Insurance Company Hussa L Its attorne Theresan E. Rowedder, Attor	howddu

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.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Maria Chaves, Jean Correla, Jane Gilson, Mark P. Herendeen, Bryan Huft and Gregory J. Steele of Boston, Massachusetts; Paul Healy and Theresan E. Rowedder of Wethersfield, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any Instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of February, 2017.

Courts. Orlore

Dawn M. Chloros, Assistant Secretary

Atrande







STATE OF NEW IERSEY

County of Hunterdon

On this 22nd day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Hancy, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Hancy, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2310266 Commission Expires July 18, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016.

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of hunds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment");

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Company for and on behalf of the Company, under the
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company of otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized for and on behalf of the Company, to appoint in writing any person the autorney-Each of the Chairman, the Presence and the Vice Presence of the Company and the Company, under the seal of the Company or otherwise, such Written Commitments of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments or by specification of one or more particular Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular
- Each of the Chairman, the President and the Vice Presidents of the Company is bereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the (4) Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type of class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTIFIER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this HPRIL 24, 2019

Driew in Ollow

Hunflad Nothing Flobile

IN THE EVENT YOU WISH TO NOTHY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTHY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: e-mail: surety@cliubb.com Telephone (908) 903-3493 Fax (908) 900-3656

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

ASSETS

LIABILITIES AND SURPLUS TO POLICYHOLDERS

Cash and Short Term Investments United States Government, State and Munkcipal Bonds Other Bonds Stocks Other Invested Assets	\$ (360,335) 5,738,426 3,916,616 100,774 959,127	Outstanding Losses and Loss Expenses Reinsurance Payable on Losses and Expenses Unesmed Premiums Ceded Reinsurance Premiums Payable Other Liabilities	\$ 8,523,482 1,490,981 1,914,190 405,271 565,865
TOTALINVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,789
Investments in Affiliates: Great Northern Ins. Co. Vigitant Ins. Co. Chubb Indemnity Ins. Co. Chubb National Ins. Co. Chubb Stational Ins. Co. Chubb European Inv. Holdings, SLP Other Affiliates Premiums Receivable Other Assets	384,987 333,743 176,202 176,647 120,469 99,299 1,281,368 2,762,308	Capital Stock Patit-in Surplus Unassigned Funds SURPLUS TO POLICYHOLDERS	20,980 2,711,474 2,057,388 4,789,842
TOTAL ADMITTED ASSETS	\$ 15,689,831	TOTAL LIABILITIES AND SURPLUS	\$ 15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of \$566,806,856 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

LABOR AND MATERIAL BOND

Bond No. 8253-01-06

Know all people by these presents

THAT	KBE Building Corporation	of the
Town of Farmington	, County of	Hartford and
State of Connecticut, as P	rincipal (hereinafter called the F	
(Insert p	place of business)	
(a surety company authorized to transcalled the Surety(ies)), are held and Obligee) in the full penal sum of Expl. (\$.18.745.809.90	firmly bound unto the State of een Million Seven Hundred Forty Five Thou vful money of the United State and truly to be made and done, ssigns (or itself, its successors a	f Connecticut (hereinafter called the usand Eight Hundred Nine and 00/100. es, to be paid to said State of Conthe said Principal binds himself, his and assigns), and the said Surety(ies)
Signed, sealed and delivered this	day of	April 20.19
THE CONDITIO	ON OF THIS OBLIGATION I	IS SUCH THAT
contract with said Obligee, dated the		

Renovation/Expansion of Barnard Hall, Central Connecticut State University, New Britain, CT.

(Insert title and location of the project),
Contract Number BI-RC-394 -CMR; Project Number BI-RC-394 -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. KBE Bullding Corporation SEAL Witnesses as to Principal Duly Authorized Vice President and Robert G. Dunn, General Counsel (Print Name) LAURIE CONFLIN (Print Name) Federal Insurance Company SEAL Witnesses as to-Surety Its attorney in fact Theresan E. Rowedder, Attorney-in-Fact Jane Gilson, Witness (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.

.Bryan Huft. Witness.....

(Print Name)

CHUSS

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Maria Chaves, Jean Correla, Jane Gilson, Mark P. Herendeen, Bryan Huft and Gregory J. Steele of Boston, Massachusetts; Paul Healy and Theresan E. Rowedder of Wethersfield, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surery thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22rd day of February, 2017.

Daux M. Chlares

Davin M. Chloros, Assistant Socretary

Atr. M. H.

Hun flade Many Perter

Stephen M. Haney A Vice Presiden



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 22³⁴ day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGHANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGHANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority: and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY Ho. 2318555 Commission Express July 18, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (I) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seat of the Company or otherwise.
- 2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the autorney in fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facilinite on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED. that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effe

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this HPRIL 24, 2019

feren 24, 2019 Runzyn Chares

Davin M Unloros, Assistant Socretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US ATT Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

ASSETS

LIABILITIES AND SURPLUS TO POLICYHOLDERS

Cash and Short Term Investments United States Government, State and Municipal Bonds Other Bonds Stocks Other Invested Assets	\$ (350,335) 5,738,426 3,918,618 100,774 959,127	, Outstanding Losses and Loss Expenses Reinsurance Payable on Losses and Expenses Uneamed Premiums Ceded Reinsurance Premiums Payable Other Liabilities	\$ 8,523,462 1,490,981 1,814,190 406,271 566,865
TOTAL INVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,789
Investments in Affiliates: Great Northern Ins. Co. Vigilant Ins. Co. Chubb indemnity Ins. Co. Chubb National Ins. Co. Chubb European Inv. Holdings, SLP Other Affiliates Premiums Receivable Other Assets	384,987 333,743 176,202 176,647 120,469 99,289 1,281,368 2,762,308	Capital Stock Paid-in Sturbus Unassigned Funds SURPLUS TO POLICYHOLDERS	20,980 2,711,474 2,057,368 4,789,842
TOTAL ADMITTED ASSETS	\$ 15,689,631	TOTAL LIABILITIES AND SURPLUS	\$ 15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2016, Investments with a carrying value of \$556,806.856 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2017

Notary Public

My commyssion expires

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES CONSTRUCTION SERVICES DAS LEGAL UNIT – SUITE 1307 450 COLUMBUS BOULEVARD HARTFORD, CT 06103

SURETY SHEET

, A .	SURETY COMPANY	
	Name of Surety Compan	y: Federal Insurance Company
	Address of Home Office:	202B Hail's Mill Road
		Whitehouse Station, NJ 08889
	Telephone Number:	908-903-2000
В.	<u>AGENT</u>	
	Name of Agency:	Aon Corporation
	Address of Agency:	53 State Street
		Suite 2201
	<i>,</i>	Boston, MA 02109
	Attorney-In-Fact:	Theresan E. Rowedder
	Telephone Number:	860-830-1769
	Project No.:	BI-RC-394-CMR
	Contractor's Name:	KBE Building Corporation

CCSU - Renovations and Additions to Barnard Hall - BI-RC-394 CMR (April 22, 2019) New Britain, CT

GMP Summary

Below is the breakdown summary of the Guaranteed Maximum Price for CCSU — Renovations and Additions to Barnard Hall as defined in Article 2.2 of the CMR Agreement Guaranteed Maximum Price Proposal and Contract Time, and Cost of Additional Services for Additional Staffing for Delays and Re-Bid of 2019:

telepater of the first of the second control	April 22, 2019 - 0	GMP						
				-				
RBE BUILDING CORPORATION								
CORPORATION					[
			ļ				¢ 1	5,879,018
Direct Subcontractor Costs (Refer to Exhib		1	<u> </u>				φ 1	302,26
Temporary Site Services and Support (Ref A Calculation of Sub P & P Bond R		\$ 214,228	1 /	\$ 15,879,018	=	1.349%	Ψ	
Add for Sub Provided P & P Bonds (Refer to		\$15,879,018				1.010,0	\$	214,228
da la dan la dan la da	Subtotal	1		1			, .	6,395,50
	J		1	1			1	.,,
CMR - Construction Phase Service Cost (Co	ontract Value)	1		1			\$	1,084,61
Allowance for Additional Construction Staff C			1	1			\$	7,12
	Subtotal						\$ 1	7,487,24
			Ī				1	
CMR Contingency - Contract Value of 4%	İ	\$17,487,245			=		\$	699,49
	Subtotal (Cost of Work for Add	ditional Insura	nce	/Bond Calculat	tion)		\$ 1	8,186,73
	L							
CMR - Additional Construction Phase Service	e Cost - Additional Insurance / B						\$	31,28
CMR Contingency - Contract Value of 4%		\$ 31,286	.X.	4%	=	1	\$	1,251.4
	Subtotal (Cost of Work)	1	1	1		1	\$ 1	8,219,27
		مَا مُنْ مِنْ مُنْ مِنْ		0.000			 •	FOR FO
CM Fee - Contract Value of 2.89%		\$18,219,272	įΧ	2.89%	1		\$	526,53
	1			1				
	Total - GMP 	ruction Phase s	 Ser	vice Cost	And the second			
	ition of Additional CMR Consti	ruction Phase !	 	vice Cost	Multiple Section			
CMR - Construction Phase Service Cost a	ition of Additional CMR Consti	ruction Phase !	 	vice Cost	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$	1,084,61
CMR - Construction Phase Service Cost a	ition of Additional CMR Consti	ruction Phase !	 	vice Cost			\$ \$ 1	1,084,61 5,032,00
CMR - Construction Phase Service Cost a Construction Budget from 1105 Contingency (4% of Construction)	ition of Additional CMR Consti	ruction Phase !	 	vice Cost			\$ \$ 1	1,084,61 5,032,00 601,28
CMR - Construction Phase Service Cost a Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs	ition of Additional CMR Consti	ruction Phase !	 	vice Cost	MACHINE AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTR	1	\$ \$1 \$	1,084,61 5,032,00 601,28 1,084,61
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CMR - Construction Phase Service Cost a Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work	ition of Additional CMR Consti	ruction Phase s	Ser	vice Cost			\$ 1 \$ 1 \$ 1 \$ 1	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73
CMR - Construction Phase Service Cost at Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work Actual Cost of Work Delta - NET ADD	ition of Additional CMR Constr						\$ 1 \$ 1 \$ 1 \$ 1	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84
CMR - Construction Phase Service Cost at Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work Actual Cost of Work Delta - NET ADD Add for Insurance - Contract Value of .98% for the construction Phase Services Costs	ition of Additional CMR Constr	\$ 1,468,844 \$ 1,468,844		0.98%			\$ 1 \$ 1 \$ 1 \$ 1	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84
CMR - Construction Phase Service Cost a Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work Actual Cost of Work Delta - NET ADD Add for Insurance - Contract Value of .98% 1 Add for Builders Risk - Contract Value of .28	ition of Additional CMR Constr	\$ 1,468,844	X X	0.98%	=		\$ 1 \$ 5 \$ 1 \$ 1	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84 14,39 3,67
CMR - Construction Phase Service Cost a Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work Actual Cost of Work	ition of Additional CMR Constr	\$ 1,468,844 \$ 1,468,844	X X	0.98%	=		\$ 1 \$ 1 \$ 1 \$ 1 \$ 1	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84 14,39 3,67 13,22
CMR - Construction Phase Service Cost at Construction Budget from 1105 Construction Phase Services Costs Contract Cost of Work Actual Cost of Work Delta - NET ADD Add for Insurance - Contract Value of .98% of Add for Builders Risk - Contract Value of .25 Add for Bond - Contract Value of 0.9% Subtotal for Additional Insurance / Bond	rom GC's	\$ 1,468,844 \$ 1,468,844	X X	0.98%	=		\$ 1 \$ 1 \$ 1 \$ 1 \$ 3	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84 14,39 3,67 13,22 31,28
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CMR - Construction Phase Service Cost at Construction Budget from 1105 Contingency (4% of Construction) Construction Phase Services Costs Contract Cost of Work Actual Cost of Work Delta - NET ADD Add for Insurance - Contract Value of .98% of Add for Builders Risk - Contract Value of .25 Add for Bond - Contract Value of 0.9% Subtotal for Additional Insurance / Bond Total Preconstruction Services (Original KBE Additional Preconstruction Services CotkBE Additional Construction Staff Costs* *(An allowance for escalation of rates througe	ition of Additional CMR Constructs as per Contract from GC's Cost Contract Value) bests th the end of construction and clo	\$ 1,468,844 \$ 1,468,844 \$ 1,468,844	X X	0.98%	=		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,084,61 5,032,00 601,28 1,084,61 6,717,89 8,186,73 1,468,84 14,39 3,67 13,22 31,28 100,43
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EXHIBIT B

	 	¢ 40 745 000
Juaranteed Maximum Price		\$ 18,745,809
dditional Preconstruction Services Cost		\$ 36,184
otal GMP Amendment		\$ 18,781,993

END OF DOCUMENT

CCSU Barnard Hall - Temporary Support 10/19/2018 (Updated 3/26/2019)

DESCRIPTION	QUANTITY	U/M	cost	EXTENSION
EMPORARY SUPPORT				
Temporary Support Facilities & Controls			•	
Field Office Rental	0	MOS	\$1,600	\$0
Field Office Set-up	1	Lsum	\$5,000	\$5,000
Furniture for Field Office	1	Lsum	\$5,000	\$5,000
Stationary & Supplies	18	MOS	\$175,00	\$3,150
Postage/UPS/Fed Ex & Shipping	18	MOS	\$50,00	\$900
Field Office Equipment	18	MOS	\$200.00	\$3,600
Field Computer Equipment & Telephone Equip.	18	MOS	\$540.00	\$9,720
Fleld Photocopying	18	MOS	\$500.00	\$9,000
Field Office Utilities	18	MOS	\$250.00	\$4,500
	18	MOS	\$120,00	\$2,160
Field Drinking Water / Coffee			\$28,000	\$28,000
Data Processing - Project Support & DCS PM Web	1	Lsum		
Data Processing /Computer Business support	1	Lsum	\$28,000	\$28,000
Office, Phone & PC Service for Owner's Rep & DPW PM	18	Lsum	\$150.00	\$2,700
Field First Aid Supplies / Fire Extinguishers	1	Lsum	\$7,500	\$7,500
Field Office Maintenance & Repair	18	Lsum	\$200.00	\$3,600
Staff Small Gear Account	1	Lsum	\$5,000	\$5,000
Field Office Security System	-		• •	N/A
	1	Lsum	\$1,000	\$1,000
Project Sign	18	MOS	\$600	\$10,800
Temporary Toilets	19	MO2	φουσ	Incl Above
Cleaning & Maintenance of Temporary Toilets				
Temporary Wayfinding Signs		•		Inci Above
Field Office Telephone Line Monthly Charges	18	MOS	\$150	\$2,700
Temporary Utilitles				
Temp Electric Consumption	18	MOS	\$500	\$9,000
Water	18	MOS	\$200	\$3,600
Rodent & Pest Control	18	MOS	\$75	\$1,350
Misc, Project Costs				
Construction Waste Management & Disposal	78	Load	\$550	\$42,867
	1	Lsum	\$4,000	\$4,000
Document Reproduction				\$3,600
As-Built Drawings & Monthly Updates	18	MOS	\$200	
Temporary Clean-up	1037	Hours	\$50.15	\$52,000
Protection of Adjacent Structures	71,351	SF	\$0.75	\$53,514
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Page 4 of 4

PLUMBING

HVAC

ELECTRICAL

\$302,261

Assumptions and Clarifications

- 1) Bid Package #05 Masonry: The apparent low bidder did not submit a bid that represented the full scope of work as identified in the Contract Documents. KBE recommends awarding the second low bidder, John Filloramo Construction Company Inc., who has confirmed the full scope of work as identified in the Contract Documents.
- 2) Bid Package #13 Drywall, Insulation and Rough Carpentry: The apparent low bidder did not include the roof plywood sheathing in their proposal. The only other bidder for the Drywall Bid Package has let their DAS Prequalification Certificate lapse and will not renew. KBE recommends awarding the low bidder, CONN Acoustics, and include an Allowance of \$35,000 for the roof sheathing to the GMP.
- 3) Contract Time: The Contract Time shall be measured from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the entire Work not later than Five Hundred Forty (540) calendar days after the Notice to Proceed. In accordance with Exhibit E (schedule), our GMP is based upon a Notice to Proceed date of May 17, 2019 and a substantial completion date of November 06, 2020.
- **4) Sub-Contract Bid Agreements :** All trade subcontractors listed in the GMP have agreed to hold the bid prices until the start of construction. Absent the refusal of a trade contractor to hold its bid until the start of construction, there shall be no change order(s) to increase a bid price without a change in scope of work provided a Notice To Proceed is issued prior to May 31, 2019.
- 5) Additional Construction Staff Costs: The Additional Construction Staff Costs of Seven Thousand One Hundred Twenty Eight Dollars (\$7,128.00) is an allowance for the escalation of rates, in accordance with subsection 6.1.6 of the CMR Agreement, through the end of construction and close out due to the delayed start.

Allowances

Allowances are based on subcontractor provided values within individual bid packages, except for the \$35,000 allowance set forth below for BP #13 for Roof Sheathing, which was added subsequent to the bid (See Exhibit C). Allowances are available for use upon the Owner's instructions.

In the event the CMR exceeds the CMR directed Trade Allowances listed within the Trade bid packages and as otherwise shown on Exhibit D, the overage will be reconciled against the CMR Contingency. Any unused balance of any of the Trade Allowances within the trade bid packages and as otherwise shown on Exhibit D will be returned to the Owner upon completion of the scope of work listed within a particular allowance.

- Bid Package #01 Excavation and Fill: Allowance for \$10,000 for test pits and utility connections.
- Bid Package #05 Masonry: Allowance for \$8,000 for cleaning and repairing of existing brick.
- **Bid Package #09** Waterproofing, Dampproofing and Joint Sealants : Allowance for **\$7,500** for 4,200 linear feet of caulking at existing doors to remain.
- **Bid Package #12** Metal Wall Panels, Windows, Glazing, Storefront, Curtainwall and Skylights:
 Allowance for **\$4,300** for the field test of one window at existing building per Specifications.
- **Bid Package #13** Drywall, Insulation and Rough Carpentry : Allowance for **\$21,600** for the patching Of existing partitions.
- **Bid Package #13** Drywall, Insulation and Rough Carpentry : Allowance for **\$35,000** for plywood roof sheathing as shown in the Contract Documents.
- Bid Package #15 Flooring: Allowance for \$3,000 for patching of existing carpet.
- Bid Package #15 Flooring: Allowance for \$6,000 for patching of existing resilient flooring.
- Bid Package #18 Painting: Allowance for \$2,000 for touch up painting as required.
- Additional Construction Staff Costs: The Additional Construction Staff Costs of Seven Thousand One Hundred
 Twenty Eight Dollars (\$7,128.00) is an allowance for the escalation of rates, in accordance with
 subsection 6.1.6 of the CMR Agreement, through the end of construction and close out due to the
 delayed start.

### CONTRICTOR 12-April 1-April 1-A	09-Feb-18A 12-Mar-18A	—————————————————————————————————————
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Authority Control Co	I ASK titlen Auf Activities Page 3 of 5	KBE Building Corporation CCSU Barnard Hall Completion Schedule 4/22/2019 Activity Detail			Remaining Level of Effort I Cofficel Remaining Work Actual Work Permaining Work	Remaining Level Mark Actual Work Remaining Work
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Company Comp	2 6		30-Aug-19	13-Aug-19	Excavation Footings & Foundations	
Congrain		02-Aug-19	29-Jul-19	Building Layout	A1850 E	
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Particular Level 20.20-29 2	A2260	MEP Uttry Tea-his to Tunnel - Level 1	23-04-19	19-Nov-19	`*							
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Control Con	A2350	Celling Instellation & Finishes - Level 2 (Main Level)	15-Jen-20	04-Mar-20							3	ng Installation & Finishes-L
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2-4-but 19 30-0419	A2510	Install New Windows & Caulking - Level 1 N.S.E,W	8-04-19	29-Oct-19							The seal New Wand	ows a Cathodig - Level 1 No.
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toos 8 Cauting Level NSEW 30.Oct19 12.Dec19 13.Dec19 13.	A2540	Remove Existing Windows - Level 2 N,S E,W	23-04-19	20-Nov-19							And the state of t	III VARIDOMS-LEVALLA (1975)
3-Dec-19 3-Jan-20	A2550	Install New Windows & Caulking - Level 2 N.S.E.W	30.04.19	12-Dec-19								Interest County - Core
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◆◆ Mileschie CCSU Barnard Hall Completion Schedule 4/22/2019 Activity Detail	Remaint					KBE Build	ing Corporation				TASI	K filter: All Activities
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Original Start Duration	24-341-20	24-Jul-20	26-Aug-20	09-Sep-20	21-0420	04-Nov-20		5. Full 0.000 00 05	09-Nov-20	09-Dec-20	09-Nov-20	29-Jan-21
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Activity Name	Preliminary Equipment Start-Up	Prefirmmary Punch ListAll Levels	Building Commissioning	Final Punchlist - All Levels	Final hspecions	Final OSBI hispections	Substantial Completion	seoul	Facility Turn Over-FF & E Installation	Student Use & Occupy Facility	Project Close-Out & O&M Manuals	Final Completion / Acceptance
Activity D	A2670	A2660	A2690	A2700	A2710	A2760	AZT70	Project Cosecut	A2790	A2810	A2780	A2800

EXHIBIT E

TASK filler, All Activities Page 5 of 5 KBE Building Corporation CCSU Barnard Hall Completion Schedule 4/22/2019 Activity Detail Critical Remaining Work ◆◆ Milestone

Massings Actuel Work

Alternate Prices

There are no Contract Alternates or Supplemental Bids included in this GMP.

Schedule of Unit Pricing

Unit prices reflect all direct subcontractor costs for all equipment, tools, operators, fuel, maintenance, mobilization, demobilization, insurance and permits. Unit prices do not include any applicable CM markups. The use of Unit Pricing for Changes in the Work is subject to the provisions in Article 13 of the General Conditions.

A Excavation and Fill	Unit	Add	Deduct
Concrete encasement of duct banks with reinforcing	СҮ	\$200.00	\$200.00
Site light pole bases	EA	\$600.00	\$600.00
Import and place screened topsoil	СҮ	\$35.00	\$35.00
Silt fence	LF	\$3.50	\$3.50
Inlet Protection	EA	\$150,00	\$150.00
Mass earth cut to fill	СУ	\$10.00	\$10.00
Mass earth cut and export	СУ	\$22.00	\$22.00
Trench earth cut and export	СУ	\$29.00	\$29.00
Import and place common fill	СҮ	\$18.00	\$18.00
Import and place structural fill	СУ	\$54.00	\$54.00
Import and place 3/4" crushed stone	CY	\$62.00	\$62.00
Import and place processed aggregate	CY	\$38.00	\$38.00
Over excavate below subgrade and export	CY	\$26.00	\$26.00
30 CY Dumpster	EA	\$1,900.00	\$1,900.00
Excavator over 3 CY, with operator	HR	\$180.00	\$180,00
Excavator 1-3 CY, with operator	HR	\$160.00	\$160,00
Excavator under 1 CY, with operator	HR	\$140.00	\$140.00
Loader 3 CY and over, with operator	HR	\$170.00	\$170.00
Loader under 3 CY, with operator	HR	\$160.00	\$160.00
Backhoe, with operator	HR	\$140.00	\$140.00
Buildozer, with operator	HR	\$150.00	\$150,00
Roller, with operator	HR	\$120.00	\$120.00
Plate compactor, with labor	HR	\$100.00	\$100.00
Laborer	HR	\$85.00	\$85.00
Operator	HR	\$100.00	\$100,00
Driver	HR	\$65.00	\$65.00
Triaxle	HR	\$60.00	\$60.00

EXHIBIT G

Asbe	estos Abatement	Unit	Add	Deduct
	Clean-up of ACM Debris by HEPA Vacuuming	SF	\$0.23	\$0.23
	Removal of Pipe Insulation Including Fittings (>6" dia.)	LF	\$1.63	\$1.63
	Removal of Pipe Insulation Including Fittings (6"-12" dia.)	LF	\$2.68	\$2.68
	Removal of Pipe Insulation Including Fittings (<12" dia.)	LF	\$3.65	\$3.65
	Gove Bag Removal of Pipe or Fitting Insulation (0-25)	EA	\$26.05	\$26.05
	Gove Bag Removal of Pipe or Fitting Insulation (25-50)	EA	\$20.56	\$20.56
	Gove Bag Removal of Pipe or Fitting Insulation (over 50)	EA	\$18.30	\$18.30
	Removal of Equipment Insulation	SF	\$3.81	\$3.81
	Removal of HVAC Duct Insulation	SF .	\$3.81	\$3.81
	Removal of HVAC Duct System Flexible Connector	SF	\$2.77	\$2,77
	Removal of Resilient Flooring (Including Mastic)	SF	\$1.05	\$1.05
	Removal of Resilient Flooring (No Mastic)	SF	\$0.67	\$0.67
	Removal of Sprayed on Fireproofing	SF	\$2,61	\$2,61
	Removal of Plaster Ceiling System (Including Black Iron and Metal Lath)	SF	\$2.68	\$2.68
	Removal of Acoustic or Metal Pan Ceiling System (Including Grid)	SF	\$1.74	\$1.74
	Removal of Acoustic Ceiling Panels (Clean Grid for Reuse)	SF	\$1.45	\$1.45
	Removal of Acoustic Plaster Finish Material (Scrape)	SF	\$2.45	\$2.45
	Patch and/or Seal Damaged Insulation	SF	\$1.05	\$1.05
	Removal of Contaminated Soil (2" Depth)	SF	\$1,69	\$1.69
	Removal of Transite Material	SF	\$0.09	\$0.09
	Removal of Roofing or Roof Flashing Material	SF	\$1.34	\$1.34
	Removal of Underground Pipe or Pipe Insulation (Include Excavation)	LF	\$10.75	\$10.75
 	Removal of Carpet Over Resilient Flooring	SF	\$0.83	\$0.83
	Removal of Wall Base and Mastic	LF	\$0,95	\$0,95
	Removal of Drywall Partition (Including Wall Framing)	SF	\$0.90	\$0.90
	Removal of CMU Wall	SF	\$1.82	\$1.82
	Prep Work Area	SF	\$1.09	\$1.09
┢	Solid Barriers or Access Tunnels (2"x4"@16", 1/2" Plywood)	SF	\$1.26	\$1.26
	Selective Demolition to Access Concealed ACM	SF	\$1.11	\$1.11
	Removal of Floor Leveling Material	SF	\$0.79	\$0.79
Con		Unit	Add	Deduct
Com	Column Footings	CY	\$496.00	\$496.00
	Strip Wall Footings	CY	\$679.00	\$679.00
	Foundation Walls	CY	\$679.00	\$679.00
H	Slabs on Grade	SF	\$8.50	\$8.50
\vdash	Elevated Slabs	SF	\$7.80	\$7.80
\vdash	Equipment Pads	SF	\$9.00	\$9.00
-	Mason - Foreman	HR	\$97.09	\$97.09
	Mason	HR	\$82.24	\$82.24
	Surveyor	HR	\$80.37	\$80.37
-	Iron Worker - Foreman	HR	\$100.35	\$100.35
	Iron Worker	HR	\$85.39	\$85.39
-	Carpenter - Foreman	HR	\$87.28	\$87,28
-	Carpenter	HR	\$73,53	\$73.53
-	Laborer - Foremen	HR	\$77.47	\$77.47
-	Laborer	HR	\$62.69	\$62,69
-	Rebar #3 - #5 (Material only)	TON	\$1,150.00	\$1,150.00
-	Rebar #6 - #8 (Material only)	TON	\$1,150.00	\$1,150.00
-	Welded wiremesh (Material only)	SF	\$0.50	\$0.50
\vdash	Concrete Redimix 3,000 psi (Material only)	CY	\$120.00	\$120.00
\vdash	Concrete Redimix 5,000 psi (Material only)	CY	\$130.00	\$130.00
-		CY	\$140.00	\$140.00
	Concrete Redimix 5,000 psi (Material only) Architectural Concrete	CY	\$175.00	\$175.00

EXHIBIT G

D Mas	onry	Unit	Add	Deduct
	Veneer brick work	SF	\$42.00	\$42.00
	12" Loadbearing Walls - Furnished, Installed and Grouted with Rebar	SF	\$27,00	\$27.00
	8" Loadbearing Walls - Furnished, Installed and Grouted with Rebar	SF	\$25.00	\$25.00
	8" Non-loadbearing Walls - Furnished and Installed	SF	\$22.00	\$22.00
	6" Non-loadbearing Walls - Furnished and Installed	SF	\$21.00	\$21.00
	Precast Paneling - Furnished and installed	SF	\$112.00	\$112.00
	Precast Window Details - Furnished and installed	LF	\$90.00	\$90.00
E Stee		Unit	Add	Deduct
	Structural Steel: Under 1 Ton-Furnished and Installed	TN	\$4,296.00	\$4,296.00
	Structural Steel: Over 1 Ton-Furnished and Installed	TN	\$4,296.00	\$4,296.00
	Metal Fabrications(Loose Lintels / Angles) - Furnished	LB	\$13.10	\$13.10
F Roof		Unit	Add	Deduct
	Flash at RTU Curb - Labor, Material and Hoisting	EA	\$2,400.00	\$2,400.00
	Flash Plumbing Vent Pipe - Labor and Material	EA	\$180.00	\$180.00
	Flash a Conduit, up to 2"	EA	\$220.00	\$220.00
	Roof Drain Assembly	EA	\$1,200.00	\$1,200.00
	Roof Flashing	LF	\$23.00	\$23.00
	Roof Sheathing	SF	\$5.25	\$5.25
	Roof Blocking	LF	\$3.00	\$3.00
G Wat	erproofing, Damproofing and Joint Sealants	Unit	Add	Deduct
9,000	60' Lift	Week	\$1,925.00	\$1,925.00
H Met	al wall panels, windows, glazing, storefront, curtainwall and skylights	Unit	Add	Deduct
	Boom Lift	Day	\$200.00	\$200.00
l Floo		Unit	Add	Deduct
1111	Furnish and Install: Carpet Tile	SY	\$50.00	\$50.00
	Furnish and Install: Luxury Vinyl Tile	SF	\$6.00	\$6.00
	Furnish and Install: Rubber Flooring	SF	\$14.00	\$14.00
	Furnish and Install: Porcelain Tile	SF	\$14.00	\$14.00
l l	Furnish and Install: Rubber Base	LF	\$2.00	\$2.00
J Ceili		Unit	Add	Deduct
1	Furnish and Install: ACT-2	SF .	\$5.65	\$5.65
	Furnish and Install: ACT-3	SF	\$4.50	\$4.50
	Furnish and Install: ACT-4	SF	\$4.27	\$4.27
K HVA		Unit	Add	Deduct
	Ductwork - Less Than 24" Circumference	10 LF	\$677.55	\$677.55
I	Ductwork - Over 24" Circumference	10 LF	\$1,662.27	\$1,662.27
 	Ductwork - Less Than 1 SqFt Cross Section	10 LF	\$675.00	\$675.00
	Ductwork - Over 1 SqFt Cross Section	10 LF	\$937.00	\$937.00
	Radiant Ceiling Panel (Furnished and Installed)	EA	\$9,030.00	\$9,030.00
	Core of CMU Wall (8")	EA	\$600.00	\$600.00
	Core of CMU Wall (12")	EA	\$1,500.00	\$1,500.00
	Core of Concrete Slab (Under 8" Diameter)	EA	\$800.00	\$800.00
	Core of Concrete Slab (Over 8" Diameter)	EA	\$1,850.00	\$1,850.00

Electi	rical	Unit	Add	Deduct
	Duplex Receptacle - 50' Distance	EA	\$194.00	\$194.00
	Duplex Receptacle With USB Charger - 50' Distance	EA	\$241.00	\$241.00
	Quad Receptacle - 50' Distance	EA	\$202.00	\$202.00
	GFCI Receptacle - 50' Distance	EA	\$210.00	\$210.00
	Exit Sign - 50' Distance	EA	\$344.00	\$344.00
	Disconnect Switch (Indoor 30A - 3P - Heavy Duty Include 30' Wiring and	EA	\$599,00	\$599.00
	Connections		φ555(00	7
	Disconnect Switch (Indoor 60A - 3P - Heavy Duty Include 30' Wiring and Connections	EA	\$798.00	\$798.00
	Disconnect Switch (Indoor 100A - 3P - Heavy Duty Include 30' Wiring and	EA	\$1,373.00	\$1,373.00
	Connections			,
	Dissconect Switch (NEMA 3R (Ext) 30A - 3P - Heavy Duty) Include 30' Wiring and Connections	EA	\$722,00	\$722.00
-	Dissconect Switch (NEMA 3R (Ext) 60A - 3P - Heavy Duty) Include 30' Wiring and Connections	EA	\$920.00	\$920.00
	Dissconect Switch (NEMA 3R (Ext) 100A - 3P - Heavy Duty) Include 30' Wiring and Connections	EA	\$1,462.00	\$1,462.00
	120V Power to HVAC Controller - 50' Distance	EA	\$194.00	\$194.00
	UTP Cabling	LF	\$2.70	\$2.70
	Optical fiber cabling	LF	\$4.44	\$4.44
-	Coaxial cable	LF	\$6.32	\$6.32
-	Emergency telephones	EA	\$3,641.00	\$3,641.00
	Tele/Data Drop - 50' Distance	EA	\$185.00	\$185.00
	Exterior Security Camera Complete with Power and Low Voltage			\$7,435.00
	Wiring, Terminations and Testing - 200' Distance	EA	\$7,435.00	\$7,433.00
	Interior Security Camera Complete with Power and Low Voltage Wiring, Terminations and Testing - 200' Distance	EA	\$1,233.00	\$1,233.00
	Audio-Visual Rough-In Complete with Data, Power and Cabling - 100'		ća 475 00	ć2 47F 00
	Distance	EA	\$2,475.00	\$2,475.00
/ Plum	bing	Unit	Add	Deduct
	Storm Water Piping - 3" Diameter	LF	\$50.00	\$50.00
	Storm Water Piping - 8" Diameter	LF	\$75.00	\$75.00
	Sanitary Waste Piping - 2" Diameter	LF	\$40.00	\$40.00
	Sanitary Waste Piping - 4" Diameter	LF	\$60.00	\$60.00
	Domestic Water Piping - 1/2" Diameter	LF	\$46.00	\$46.00
	Vent Piping - 1 1/2" Diameter	LF	\$25.00	\$25.00
	Core of CMU Wall - 8"	EA	\$450.00	\$450.00
	Core of CMU Wall - 12"	EA	\$650.00	\$650.00
Fire S	Suppression	Unit	Add	Deduct
	2" Piping	LF	\$8.00	\$8.00
<u> </u>	11/2" Piping	LF	\$7.50	\$7.50
	1" Piping	LF	\$6,50	\$6.50
	Sprinkler Head (Furnish and Install)	EA	\$125.00	\$125.00
	Sprinkler Head Cage (Furnish and Install)	EA	\$30.00	\$30.00
	Core of CMU Wall - 6-8"	EA	\$550.00	\$550.00
	Core of CMU Wall - 12"	EA	\$750.00	\$750,00
Final	Cleaning	Unit	Add	Deduct
1	Laborer (regular time)	HR	\$78.50	\$78.50
	Laborer (over time)	HR	\$103.13	\$103.13

# Bid Package	Set Asside Y/N	Sub-Contractor	Low Bid	` WBE	MBE	SBE	DAS Certification
							-
1 EXCAVATION AND FILE	z	COLOSSALE CONCRETE INC	\$1,155,810.00	574,000.00	\$0.00	\$285,000.00	YES
2 LANDSCAPING	No.	STONEHEDGE	\$92,498.70	\$0.00	\$0.00	\$90,685.00	N/A
3 ABATEMENT AND DEMOLITION	z	AMERICAN ENVIRONMENTAL	\$831,000.00	TBD	TBD	TBD	YES
99	N	UNIVERSAL FOUNDATIONS	\$396,000,00	\$0.00	\$103,100.00	\$0.00	N/A
5 MASONRY	z	FILLORAMO	\$558,500.00	\$33,000.00	\$0.00		YES
6 WETALS	N. C. S. C.	STEELTECH	\$675,469.00	\$42,217.00	\$126,650.00	\$0.00	YES
	Z	ZAVARELLA	\$67,878.00	\$0.00	\$0.00		N/A
ROOFING	Z	SILKTOWN	\$300,212.00	\$72,614.00	\$0.00	3.4	N/A
	2	DANIELS CAULKING	\$47,655.00	\$8,995.00	\$0.00	\$38,660.00	N/A
	N. C. C.	PACKAGE DELETED	\$0.00	N/A	N/A	N/A	N/A
1	z	BUILDERS HARDWARE	\$326,625.00	TBD	TBD	TBD	N/A
	NAME OF THE PERSON	ACCURATE DOOR AND WINDOW	\$1,466,000.00	\$1,439,000.00	\$0.00	\$0.00	YES
Г	z	CONN ACOUSTICS	\$1,036,591.00	\$0.00	\$228,000.00	\$20,000.00	YES
	N. S.	PACKAGE DELETED	\$0.00	N/A	N/A	N/A	N/A
15 FLOORING	z	BARRALL & KONOVER	\$179,300.00	\$20,000.00	\$0.00	\$40,000.00	N/A
	Separation X Separation	MACKENZIE PAINTING COMPANY	\$27,995.00	\$27,500.00	\$0.00	\$0.00	N/A
17 ACOUSTICAL CEILINGS	z	CENTRAL CONN ACOUSTICS	\$256,630.00	\$17,000.00	\$0.00	\$236,430.00	N/A
	Section Y security	M&P PAINTING	\$81,000.00	\$81,000.00	\$0.00	\$0.00	N/A
	N	SARAZIN	\$307,681.00	\$179,190.00	\$0.00	\$114,850.00	N/A
1	No see a North State of the Sta	ELITE STORES CONTRACTOR STORES CONTRACTOR	\$84,549.00	\$20,000.00	\$0.00	\$60,000.00	N/A
1	Z	ENCORE FIRE PROTECTION	PROPRIETARY	N/A	N/A	N/A	YES
300	Security Notes	MJ Daly	\$380,140.00	See TBD	TBD	TBD	N/A
Г	2	MJ DALY	\$4,622,300.00	TBD	TBD	TBD	YES
100	8	WAYNE J GRIFFIN ELECTRIC	\$2,518,900.00	TBD	TBD	TBD	YES
Г	2	PACKAGE DELETED	\$0.00	N/A	N/A	N/A	N/A
ं	STATE OF STA	PACKAGE DELETED	\$0.00	N/A	N/A	N/A	N/A
	Z	HORIZON	\$61,980.00	\$0.00	\$25,380.00	\$0.00	N/A
		Totals	\$15.474.713.70	\$2,014,516.00	\$483,130.00	\$1,201,847.00	
			Pecentage	13.02%	3.12%	7.77%	ar

SPECIFICATIONS

Project Specifications: Volume 1 (Division 00) prepared by KBE, located at 76 Batterson Park Road, Farmington, CT 06032, Project Specifications Volume 2 (Division 1 -22), Volume 3 (Division 21-33) and Volume 4 (Division 50); prepared by Svigals + Partners, located at 84 Orange Street, New Haven, CT 06510 and their consultants.

ADDENDUMS

Addendum 1 dated 9/7/2018 Addendum 2 dated 9/10/2018 Addendum 3 dated 9/12/2018 Addendum 4 dated 9/14/2018 Addendum 5 dated 9/18/2018 Addendum 6 dated 12/14/2018 Addendum 7 dated 1/17/2019 Addendum 8 dated 1/25/2019

DRAWINGS

As prepared by Svigals + Partners, located at 84 Orange Street, New Haven, CT 06510 and their consultants.

<u>DRAWI</u>	ING TITLE	DATE	REVISION DATES
TITLE			
T1.00	COVER SHEET	7/25/2018	
T1.01	TITLE SHEET	7/25/2018	
CODE			
A0,00	CODE INFORMATION	7/25/2018	1
A0,01	FIRST AND SECOND FLOOR CODE PLANS	7/25/2018	
A0.02	THIRD AND FOURTH FLOOR CODE PLANS	7/25/2018	
ABATEM	ENT		
HM1.01	FIRST FLOOR ABATEMENT PLAN	7/25/2018	
HM1.02	SECOND FLOOR ABATEMENT PLAN	7/25/2018	
HM1.03	THIRD FLOOR ABATEMENT PLAN	7/25/2018	
HM1.04	FOURTH FLOOR ABATEMENT PLAN	7/25/2018	

CIVIL			
C0.00	CIVIL ABBREVIATIONS, LEGEND AND GENERAL	7/25/2018	
C0.00	NOTES		
C1.00	SITE UTILITY DEMOLITION PLAN	7/25/2018	12/14/2018
C2.00	SITE UTILITY PLAN	7/25/2018	12/14/2018
C2.01	SITE LIGHTING PLAN	7/25/2018	
C3.00	SITE DRAINAGE PLAN	7/25/2018	
C4.00	FIRE PLAN AND PROFILE	7/25/2018	
C4.00	CHILLED WATER PLAN AND PROFILE	7/25/2018	
C5.00	INITIAL-SOIL EROSION AND SEDIMENTATION	7/25/2018	
C3.00	CONTROL PLAN	7/23/2010	
C5.01	FINAL-SOIL EROSION AND SEDIMENTATION	7/25/2018	
C3.01		1/23/2018	
CC 00	CONTROL PLAN SOIL EROSION CONTROL NARRATIVE	7/25/2018	12/14/2018
C6.00		7/25/2018	12/ 14/ 2010
C6.01	SOIL EROSION CONTROL DETAILS		
C7.00	SITE UTILITY DETAILS	7/25/2018 7/25/2018	
C7.01	SITE UTILITY DETAILS	7/25/2018	
C7.02	SITE UTILITY DETAILS		
C7.03	SITE UTILITY DETAILS	7/25/2018	
SURVEY	AN WITTER TOROGEN BUILD AND GENERAL	7/25/2010	
SV1.00	LIMITED TOPOGRAPHIC AND GENERAL	7/25/2018	
	LOCATION SURVEY	7/27/2010	
SV2.00	LIMITED TOPOGRAPHIC AND GENERAL	7/25/2018	
	LOCATION SURVEY		
LANDSCA		7/05/00/0	
L1.01	SITE ACCESSIBILITY PLAN	7/25/2018	12/44/2010
1.1.11	SITE PREPARATION PLAN AND SITE	7/25/2018	12/14/2018
	DEMOLITION PLAN	7/25/2018	42/44/2019
L1.21	SITE LAYOUT PLAN	7/25/2018	12/14/2018
L1.31	SITE IMPROVEMENTS PLAN	7/25/2018	12/14/2018
L1.41	SITE GRADING PLAN	7/25/2018	12/14/2018
L1.51	SITE PLANTING PLAN	7/25/2018	12/14/2018
L4.01	SITE ENLARGEMENT PLAN	7/25/2018	12/14/2018
L4.02	SITE ENLARGEMENT PLAN	7/25/2018	
L4.03	SITE ENLARGEMENT PLAN	7/25/2018	
L5.01	SITE DETAILS	7/25/2018	
L5.02	SITE DETAILS	7/25/2018	
L5.03	SITE DETAILS	7/25/2018	
L5.04	SITE DETAILS	7/25/2018	
L5.05	SITE DETAILS	7/25/2018	40/44/00-2
L5.06	SITE DETAILS	7/25/2018	12/14/2018
L5.07	SITE DETAILS	7/25/2018	12/14/2018
DEMOLIT			
D1.01	FIRST FLOOR DEMOLITION PLAN	7/25/2018	
D1.02	SECOND FLOOR DEMOLITION PLAN	7/25/2018	
D1.03	THIRD FLOOR DEMOLITION PLAN	7/25/2018	
D1.04	FOURTH FLOOR DEMOLITION PLAN	7/25/2018	
D7.01	FIRST FLOOR DEMOLITION RCP	7/25/2018	and the state of t
D7.02	SECOND FLOOR DEMOLITION RCP	7/25/2018	
D7.03	THIRD FLOOR DEMOLITION RCP	7/25/2018	
D7.04	FOURTH FLOOR DEMOLITION RCP	7/25/2018	

ARCHITEC	TURE		L. Maria de
A1.01	FIRST FLOOR PLAN	7/25/2018	12/14/2018, 1/17/2019
A1.01A	FIRST FLOOR PLAN AT NEW ADDITION	7/25/2018	12/14/2018
A1.02	SECOND FLOOR PLAN	7/25/2018	12/14/2018, 1/17/2019
A1.02A	SECOND FLOOR PLAN AT NEW ADDITION	7/25/2018	12/14/2018
A1.03	THIRD FLOOR PLAN	7/25/2018	12/14/2018, 1/17/2019
A1.04	FOURTH FLOOR PLAN	7/25/2018	
A1.05	PENTHOUSE PLAN	7/25/2018	12/14/2018
A1.06	ROOF PLAN	7/25/2018	12/14/2018
A2.01	EXTERIOR ELEVATIONS	7/25/2018	12/14/2018
A2.02	EXTERIOR ELEVATIONS	7/25/2018	12/14/2018
A2.03	EXTERIOR ELEVATIONS	7/25/2018	12/14/2018
A3.00	BUILDING SECTIONS	7/25/2018	12/14/2018
A3.01	BUILDING SECTIONS	7/25/2018	12/14/2018
A3.02	ENLARGED SECTIONS	7/25/2018	12/14/2018
A4.00	EXTERIOR WALL SECTIONS AT NEW ADDITION	7/25/2018	12/14/2018
A4.01	EXTERIOR WALL SECTIONS AT NEW ADDITION	7/25/2018	12/14/2018
A4.02	PLAN DETAILS AT NEW ADDITION	7/25/2018	12/14/2018
A4.03	PLAN DETAILS AT EXISITING BUILDING	7/25/2018	12/14/2018
A4.04	ENTRY PLANS & DETAILS AT EXISTING BUILDING	7/25/2018	12/14/2018
A4.05	CURTAINWALL ELEVATIONS	7/25/2018	12/14/2018
A4.06	CURTAINWALL DETAILS	7/25/2018	12/14/2018
A4.07	STOREFRONT ELEVATIONS & DETAILS	7/25/2018	12/14/2018
A4.08	WINDOW & LOUVER TYPES	7/25/2018	
A4.09	WINDOW & LOUVER TITLES WINDOW & LOUVER DETAILS	7/25/2018	
A4.10	EXTERIOR WALL TYPES & SECTION DETAILS	7/25/2018	12/14/2018
A4.10	AT NEW ADDITION	7/23/2010	24,29,2020
A4.11	EXTERIOR WALL SECTION DETAILS AT NEW	7/25/2018	12/14/2018
A4.11	ADDITION ADDITION	1/25/2010	12/14/2010
4412	EXTERIOR WALL SECTION DETAILS AT NEW	7/25/2018	12/14/2018
A4.12	ADDITION ADDITION	7/23/2016	12/14/2010
4412	EXTERIOR WALL SECTION DETAILS AT NEW	7/25/2018	
A4.13		7/23/2018	
4444	ADDITION SKYLIGHT DETAILS	7/25/2018	
A4.14	ROOF TYPES AND DETAILS	7/25/2018	12/14/2018
A4.20			12/14/2018
A4.21	GATEWAY & EXTERIOR LIGHTING DETAILS	7/25/2018	12/14/2018
A5.00	EXISTING STAIR SECTIONS & DETAILS	7/25/2018	12/14/2018
A5.01	STAIR'& HATCH PLANS & SECTIONS	7/25/2018	
A5.02	LOBBY STAIR & GUARDRAIL DETAILS	7/25/2018	12/14/2018
A5.10	TOILET ROOM ENLARGED PLANS	7/25/2018	12/14/2018
A5.11	TOILET ROOM ELEVATIONS	7/25/2018	12/14/2018
A6.01	INTERIOR ELEVATIONS	7/25/2018	12/14/2018
A6.02	INTERIOR ELEVATIONS	7/25/2018	42/44/2040
A7.01	FIRST FLOOR RCP	7/25/2018	12/14/2018
A7.02	SECOND FLOOR RCP	7/25/2018	12/14/2018
A7.03	THIRD FLOOR RCP	7/25/2018	12/14/2018
A7.04	FOURTH FLOOR RCP	7/25/2018	12/14/2018
A7.05	PENTHOUSE RCP	7/25/2018	
A8.00	SIGNAGE	7/25/2018	12/14/2018
A8,01	INTERIOR DETAILS	7/25/2018	12/14/2018
A9.00	INTERIOR PARTITION TYPES	7/25/2018	12/14/2018
A9.01	DOOR AND FRAME TYPES AND SCHEDULE	7/25/2018	12/14/2018
A9.10	FINISH SCHEDULE	7/25/2018	12/14/2018
A9.11	FIRST FLOOR FINISH PLAN	7/25/2018	12/14/2018
A9.12	SECOND FLOOR FINISH PLAN	7/25/2018	12/14/2018
A9.13	THIRD FLOOR FINISH PLAN	7/25/2018	12/14/2018
A9.14	FOURTH FLOOR FINISH PLAN	7/25/2018	

FURNITUR	F		
F1.00	FURNITURE PLANS	7/25/2018	
STRUCTUR		112012030	
50.00	GENERAL NOTES	7/25/2018	
S1.01	FLOOR AND FOUNDATION PLAN	7/25/2018	***************************************
S1.02	SECOND FLOOR FRAMING PLAN	7/25/2018	12/14/2018
\$1.03	THIRD FLOOR AND LOW ROOF FRAMING PLAN	7/25/2018	12, 14, 2010
S1.04	ROOF FRAMING PLAN	7/25/2018	
S2.00	COLUMN SCHEDULE AND DETAILS	7/25/2018	12/14/2018
S2.00	SHEAR WALL ELEVATIONS		12/14/2010
S3.00		. 7/25/2018	42/44/2040
	FOUNDATION SECTIONS	7/25/2018	12/14/2018
53.01	FOUNDATION SECTIONS	7/25/2018	42/14/2010
S4.00	FLOOR SECTIONS	7/25/2018	12/14/2018
S4.01	FLOOR SECTIONS	7/25/2018	
S5.00	ROOF SECTIONS	7/25/2018	
S6.00	TYPICAL DETAILS	7/25/2018	
S6.01	TYPICAL DETAILS	7/25/2018	
TITLE (VOL			
T2.00	COVER SHEET	7/25/2018	
T2.01	TITLE SHEET	7/25/2018	
FIRE PROT			
FP0.00	FIRE PROTECTION GENERAL NOTES, SYMBOLS	7/25/2018	12/14/2018
	AND ABBREVIATIONS		•
FPD1.01	FIRE PROTECTION FIRST FLOOR DEMOLITION	7/25/2018	12/14/2018
	PLAN		
FPD1.02	FIRE PROTECTION SECOND FLOOR	7/25/2018	12/14/2018
	DEMOLITION PLAN		
FPD1.03	FIRE PROTECTION THIRD FLOOR	7/25/2018	
	DEMOLITION PLAN		
FPD1.04	FIRE PROTECTION FOURTH FLOOR	7/25/2018	
	DEMOLITION PLAN		, , , , , , , , , , , , , , , , , , , ,
FP1.01	FIRE PROTECTION FIRST FLOOR PLAN	7/25/2018	12/14/2018
FP1.02	FIRE PROTECTION SECOND FLOOR PLAN	7/25/2018	12/14/2018
FP1.03	FIRE PROTECTION THIRD FLOOR PLAN	7/25/2018	12/14/2018
FP1.04	FIRE PROTECTION FOURTH FLOOR PLAN	7/25/2018	12/14/2018
FP1.05	FIRE PROTECTION PENTHOUSE PLAN	7/25/2018	9/10/2018, 12/14/2018
FP3.00	FIRE PROTECTION RISER DIAGRAM	7/25/2018	3, 23, 23, 23, 24, 23, 23
FP4.00	FIRE PROTECTION DETAILS	7/25/2018	9/10/2018, 12/14/2018
FP4.01	FIRE PROTECTION DETAILS	7/25/2018	3, 10, 2010, 12, 14, 2010
PLUMBING		7,20,2020	
P0.00	PLUMBING GENERAL NOTES, SYMBOLS AND	7/25/2018	12/14/2018
. 0.00	ABBREVIATIONS	7,27,2010	14 17 2010
P0.01	PLUMBING SCHEDULES	7/25/2018	12/14/2019
	·		12/14/2018
PD1.01	PLUMBING FIRST FLOOR DEMOLITION PLAN	7/25/2018	12/14/2018
PD1.02	PLUMBING SECOND FLOOR DEMOLITION PLAN	7/25/2018	
PD1.03	PLUMBING THIRD FLOOR DEMOLITION PLAN	7/25/2018	
PD1.04	PLUMBING FOURTH FLOOD DEMOLITION PLAN	7/25/2018	
PD1.05	PLUMBING DEMOLITION ROOF PLAN	7/25/2018	
P1.01	PLUMBING FIRST FLOOR PLAN	7/25/2018	12/14/2018
P1.02	PLUMBING SECOND FLOOR PLAN	7/25/2018	12/14/2018
P1.03	PLUMBING THIRD FLOOR PLAN	7/25/2018	12/14/2018
P1.04	PLUMBING FOURTH FLOOR PLAN	7/25/2018	
P1.05	PLUMBING PENTHOUSE PLAN	7/25/2018	
P4.00	PLUMBING DETAILS	7/25/2018	12/14/2018
P4.01	PLUMBING DETAILS	7/25/2018	12/14/2018

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H0.00	HVAC GENERAL NOTES, SYMBOLS AND	7/25/2018	
	ABBREVIATIONS	· · · · · · · · · · · · · · · · · · ·	
H0.01	HVAC SCHEDULES	7/25/2018	
H0.02	HVAC SCHEDULES	7/25/2018	999ML/9911012.C.)
HD1.01	HVAC FIRST FLOOR DEMOLITION PLAN	7/25/2018	
HD1.02	HVAC SECOND FLOOR DEMOLITION PLAN	7/25/2018	
HD1.03	HVAC THIRD FLOOR DEMOLITION PLAN	7/25/2018	
HD1.04	HVAC FOURTH FLOOR DEMOLITION PLAN	7/25/2018	
HD1.05	HVAC DEMOLITION ROOF PLAN	7/25/2018	
H1.01	HVAC FIRST FLOOR PLAN	7/25/2018	9/12/2018, 1/17/2019
H1.02	HVAC SECOND FLOOR PLAN	7/25/2018	of any money of any money
H1.03	HVAC THIRD FLOOR PLAN	7/25/2018	
H1.04	HVAC FOURTH FLOOR PLAN	7/25/2018	
H1.05	HVAC PENTHOUSE LEVEL PLAN	7/25/2018	
HP1.01	HYDRONIC PIPING FIRST FLOOR PLAN	7/25/2018	W47 - 4.1.1.
HP1.02	HYDRONIC PIPING SECOND FLOOR PLAN	7/25/2018	
HP1.03	HYDRONIC PIPING THIRD FLOOR PLAN	7/25/2018	
HP1.04	HYDRONIC PIPING FOURTH FLOOR PLAN	7/25/2018	
HP1.05	HYDRONIC PIPING PENTHOUSE PLAN	7/25/2018	
H2.00	HVAC PART PLANS	7/25/2018	MTMM-WARDON 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
H2.01	HVAC PART PLANS	7/25/2018	
H3.00	HVAC AIR RISER DIAGRAM	7/25/2018	
H3.01	HVAC STEAM & HOT WATER RISER DIAGRAM	7/25/2018	1. 1. 101.0.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
H3.02	HVAC CHILLED WATER RISER DIAGRAM	7/25/2018	
H4.00	HVAC DETAILS	7/25/2018	
H4.01	HVAC DETAILS	7/25/2018	
H4.02	HVAC DETAILS	7/25/2018	
H4.03	HVAC DETAILS .	7/25/2018	**************************************
H4.04	HVAC DETAILS	7/25/2018	
H5.00	HVAC CONTROLS	7/25/2018	
H5,01	HVAC CONTROLS	7/25/2018	
H5.02	HVAC CONTROLS	7/25/2018	
H5.03	HVAC CONTROLS	7/25/2018	
H5.04	HVAC CONTROLS	7/25/2018	
ELECTRICA	AL I		
E0.00	ELECTRICAL GENERAL NOTES, SYMBOLS AND	7/25/2018	12/14/2018
	ABBREVIATIONS	,	
E0.01	ELECTRICAL SCHEDULES	7/25/2018	12/14/2018
E0.02	ELECTRICAL SCHEDULES	7/25/2018	
E0.03	ELECTRICAL SCHEDULE	7/25/2018	12/14/2018
E0,04	ELECTRICAL SCHEDULE	7/25/2018	12/14/2018
E0.05	ELECTRICAL SCHEDULES	7/25/2018	12/14/2018
E0.06	ELECTRICAL SCHEDULES	7/25/2018	12/14/2018
ED1.01	ELECTRICAL FIRST FLOOR DEMOLITION PLAN	7/25/2018	12/14/2018
ED1.02	ELECTRICAL SECOND FLOOR DEMOLITION PLAN	7/25/2018	
ED1.03	ELECTRICAL THIRD FLOOR DEMOLITION PLAN	7/25/2018	
ED1.04	ELECTRICAL FOURTH FLOOR DEMOLITION PLAN	7/25/2018	,
ED1.05	ELECTRICAL DEMOLITION ROOF PLAN	7/25/2018	12/14/2018

EL1.01	ELECTRICAL LIGHTING FIRST FLOOR PLAN	7/25/2018	12/14/2018
		7/25/2018	12/14/2018
EL1.02	ELECTRICAL LIGHTING SECOND FLOOR PLAN	7/25/2018	12/14/2018
EL1.03	ELECTRICAL LIGHTING THIRD FLOOR PLAN	7/25/2018	12/14/2018
EL1.04	ELECTRICAL LIGHTING FOURTH FLOOR PLAN	7/25/2018	12/14/2018
EL1,05	ELECTRICAL LIGHTING PENTHOUSE PLAN		12/14/2018
EP1.01	ELECTRICAL POWER FIRST FLOOR PLAN	7/25/2018	12/14/2018
EP1.02	ELECTRICAL POWER SECOND FLOOR PLAN	7/25/2018	
EP1.03	ELECTRICAL POWER THIRD FLOOR PLAN	7/25/2018	12/14/2018
EP1.04	ELECTRICAL POWER FOURTH FLOOR PLAN	7/25/2018	12/14/2018
EP1.05	ELECTRICAL POWER PENTHOUSE PLAN	7/25/2018	12/14/2018
ES1.01	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR	7/25/2018	9/12/2018
	PLAN		40/41/00/0
ES1.01SB	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR	7/25/2018	12/14/2018
	PLAN-SUPPLEMENTAL BID NO.2		
ES1.02	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR	7/25/2018	
	PLAN		- Landerson - Land
ES1.02SB	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR	7/25/2018	· · · · · · · · · · · · · · · · · · ·
	PLAN- SUPPLEMENTAL BID NO.2		
ES1.03	ELECTRICAL SPECIAL SYSTEMS THIRD FLOOR	7/25/2018	
	PLAN		
ES1.03SB	ELECTRICAL SPECIAL SYSTEMS THIRD FLOOR	7/25/2018	
	PLAN-SUPPLEMENTAL BID NO.2		
ES1.04	ELECTRICAL SPECIAL SYSTEMS FOURTH FLOOR	·7/25/2018	
	PLAN		
ES1.04SB	ELECTRICAL SPECIAL SYSTEMS FOURTH FLOOR	7/25/2018	
	PLAN-SUPPLEMENTAL BID NO.2		
ES1.05	ELECTRICAL SPECIAL SYSTEMS PENTHOUSE	7/25/2018	12/14/2018
	PLAN		
ES1.05SB	ELECTRICAL SPECIAL SYSTEMS PENTHOUSE	7/25/2018	
	PLAN- SUPPLEMENTAL BID NO.2		
E3,00	POWER RISER DIAGRAM PART-1	7/25/2018	
E3.01	POWER RISER DIAGRAM PART-2	7/25/2018	
E3.02	POWER RISER DIAGRAM PART-3	7/25/2018	
E3.03	FIRE ALARM SYSTEM RISER DIAGRAM	7/25/2018	12/14/2018
£4.00	ELECTRICAL DETAILS	7/25/2018	
E4.01	ELECTRICAL DETAILS	7/25/2018	
E4.02	ELECTRICAL DETAILS	7/25/2018	12/14/2018
E4.03	ELECTRICAL DETAILS	7/25/2018	
E4.04	ELECTRICAL DETAILS	7/25/2018	
E4.05	ELECTRICAL DETAILS	7/25/2018	
E4.06	ELECTRICAL DETAILS	7/25/2018	
E4.07	ELECTRICAL DETAILS	7/25/2018	

TECHNOLO	OGY		
TCS0.00	TECHNOLOGY GENERAL NOTES, SYMBOLS	7/25/2018	
	AND ABBREVIATIONS		
TD1.01	TECHNOLOGY COMMUNICATIONS/ SECURITY	7/25/2018	
	FIRST FLOOR DEMOLITION PLAN		
TD1.02	TECHNOLOGY COMMUNICATIONS/ SECURITY	7/25/2018	
***************************************	SECOND FLOOR DEMOLITION PLAN		
TD1.03	TECHNOLOGY COMMUNICATIONS/ SECURITY	7/25/2018	
	THIRD FLOOR DEMOLITION PLAN		
TD1.04	TECHNOLOGY COMMUNICATIONS/ SECURITY	7/25/2018	
	FOURTH FLOOR DEMOLITION PLAN		
TD1,05	TECHNOLOGY COMMUNICATIONS/ SECURITY	7/25/2018	
	DEMOLITION ROOF PLAN		
TC1.01	TECHNOLOGY COMMUNICATIONS FIRST	7/25/2018	12/14/2018
	FLOOR PLAN		
TC1.02	TECHNOLOGY COMMUNICATIONS SECOND	7/25/2018	12/14/2018
	FLOOR PLAN		
TC1.03	TECHNOLOGY COMMUNICATIONS THIRD	7/25/2018	12/14/2018
	FLOOR PLAN		
TC1.04	TECHNOLOGY COMMUNICATIONS FOURTH	7/25/2018	12/14/2018
	FLOOR PLAN		
TC2.01	TECHNOLOGY COMMUNICATIONS PARTIAL	7/25/2018	
	PLANS AND ELEVATIONS		
TS1.01	TECHNOLOGY SECURITY FIRST FLOOR PLAN	7/25/2018	12/14/2018
TS1.02	TECHNOLOGY SECURITY SECOND FLOOR	7/25/2018	12/14/2018
	PLAN		
TS1.03	TECHNOLOGY SECURITY THIRD FLOOR PLAN	7/25/2018	12/14/2018
TS1.04	TECHNOLOGY SECURITY FOURTH FLOOR PLAN	7/25/2018	12/14/2018
TS1.05	TECHNOLOGY SECURITY PENTHOUSE/ROOF	7/25/2018	12/14/2018
	PLAN		
TCS3.00	TECHNOLOGY RISER DIAGRAM	7/25/2018	
TCS3.01	TECHNOLOGY RISER DIAGRAM	7/25/2018	
TCS4.00	TECHNOLOGY DETAILS	7/25/2018	
TCS4.01	TECHNOLOGY DETAILS	7/25/2018	
TCS4.02	TECHNOLOGY DETAILS	7/25/2018	12/14/2018
TCS4.03	TECHNOLOGY DETAILS	7/25/2018	

Bid Results with Explanation

The list below indicates KBE's recommendation for award per Bid Package. This list includes the bid value as well as the Performance and Payment Bonds per individual bid package.

j	BE BUILDING SUILDING CONSTRUCTION MANAGER // DESIGN-BUILD	NER // GEINFRAL CONTRACTOR			
#	Bid Package	Sub-Contractor	Bid Value	Bond Value	Explanation
1	EXCAVATION AND FILL	COLOSSALE CONCRETE INC	\$1,133,810.00	\$22,000.00	Complete Bid
2	LANDSCAPING	STONEHEDGE	\$90,685.00	N/A	Complete Bid
3	ABATEMENT AND DEMOLITION	AMERICAN ENVIRONMENTAL	\$815,000.00	\$16,000.00	Complete Bid
4	CAST-IN-PLACE CONCRETE	UNIVERSAL FOUNDATIONS	\$390,000.00	\$6,000.00	Complete Bid
5	MASONRY	FILLORAMO	\$549,000.00	\$9,500.00	Incomplete Bid - Refer to Exhibit C
6	METALS	STEELTECH	\$662,224.00	\$13,245.00	Complete Bid
7	WOOD, PLASTICS AND COMPOSITES	ZAVARELLA	\$66,222.00	N/A	Complete Bid
8	ROOFING	SILKTOWN	\$297,120.00	\$3,092.00	Complete Bid
9	WATERPROOFING, DAMPPROOFING & JOINT SEALAN	DANIELS CAULKING	\$46,245.00	N/A	Complete Bld
10	FIRE STOPPING - WITHIN GENERAL TRADES			Washing Salah	
11	DOORS, FRAMES AND HARDWARE	BUILDERS HARDWARE	\$325,000.00	\$1,625.00	Complete Bid
12	WINDOWS / GLAZING	ACCURATE DOOR AND WINDOW	\$1,439,000.00	\$27,000.00	Complete Bid
13	DRYWALL, INSULATION AND ROUGH CARPENTRY	CONN ACOUSTICS	\$992,081.00	\$9,510.00	Incomplete Bid - Refer to Exhibit C
14.5		ROOF SHEATHING ALLOWANCE	\$35,000.00		Refer to Exhibit C and Exhibit D
14	TILING - WITHIN FLOORING		,		
15	FLOORING	BARALL & KONOVER	\$177,700.00	\$1,600.00	Complete Bid
16	FLUID-APPLIED FLOORING	MACKENZIE PAINTING COMPAN	\$27,500.00	N/A	Complete Bid
17	ACOUSTICAL CEILINGS	CENTRAL CONN ACOUSTICS	\$253,430.00	\$3,200.00	Complete Bid
18	PAINTING	M&P PAINTING	\$81,000.00	N/A	Complete Bid
19	GENERAL TRADES	SARAZIN	\$303,800.00	\$3,881.00	Complete Bid
20	SIGNAGE	ELITE	\$84,549.00	N/A	Complete Bid
21	FIRE SUPPRESSION	ENCORE FIRE PROTECTION	\$615,665.00	\$9,234.98	Complete Bid
22	PLUMBING	MJ DALY	\$376,000.00	\$4,140.00	Complete Bid
23	HVAC	MJ DALY	\$4,568,000.00	\$54,300.00	Complete Bid
24	ELECTRICAL	WAYNE J GRIFFIN	\$2,489,000.00	\$29,900.00	Complete Bid
25	TELE-DATA - WITHIN ELECTRICAL				
26	FIRE ALARM AND SECURITY - WITHIN ELECTRICAL				
27	FINAL CLEANING	HORIZON	\$60,987.00	N/A	Complete Bid
			\$15,879,018.00	\$214,227.98	

EXHIBIT K
Page 1 of 15

Project: Central Connecticut State University Additions And Renovations To Barnard Hall

Minimum Rates and Classifications for Building Construction

ID# : B 25132

Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: BI-RC-394

Project Town: New Britain

State#:

FAP#:

Project: Central Connecticut State University Additions And Renovations To Barnard

Hall

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		

2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
3b) Tile Setter	34.90	25.87

3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
2a) Plagtanau	33.48	32.06
3e) Plasterer	JJ.40	32.00

LABORERS		
f) Group 1: Laborers (common or general), acetylene burners, carpenter enders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
Ha) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
(Installation of water, storm drainage or sewage ines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary ask is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10

4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10
4i) Group 10: Traffic Control Signalman	16.00	20.10
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34
Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers,	32.60	25.34

5a) Millwrights	33.14	25.74
5) Electrical Worker (including low voltage wiring) (Trade License equired: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.50	27.91+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
LINE CONSTRUCTION		·
	·	
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

		•
8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
OPERATORS		Ave
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.30 + a

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	36.03	24.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.99	24.30 + a
Group 12: Wellpoint operator.	33.93	24.30 + a
Group 13: Compressor battery operator.	33.35	24.30 + a
Group 14: Elevator operator; tow motor operator (solid-tire no rough terrain).	32.21	24.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.30 + a
	,	
Group 16: Maintenance Engineer/Oiler.	31.15	24.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	33.04	24.30 + a
PAINTERS (Including Drywall Finishing)		
10a) Brush and Roller	33.62	21.05

Page 10 of 15

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0b) Taping Only/Drywall Finishing	34.37	21.05
0c) Paperhanger and Red Label	34.12	21.05
0e) Blast and Spray	36.62	21.05
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
A CONTRACTOR OF THE CONTRACTOR		
13) Roofer (composition)	36.70	19.85

36.79
31.21
31.21
23.33 ± a
April 1881
23.33 + a

17c) 3 Axle Ready Mix	29.28	23.33 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
17e) 4 Axle Ready Mix	29.38	23.33 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a

EXHIBIT K Page 13 of 15

Project: Central Connecticut State University Additions And Renovations To Barnard Hall

19) Theatrical Stage Journeyman

25.76

7.34

EXHIBIT K Page 14 of 15

Project: Central Connecticut State University Additions And Renovations To Barnard Hall

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

EXHIBIT K Page 15 of 15

Project: Central Connecticut State University Additions And Renovations To Barnard Hall

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

CONTRACTORS WAGE CERTIFICATION FORM

I, Jame	s E. Culkin	of	KBE Building Corporation
Officer, Owner, Authorized Rep.			Company Name
do hereby certify that	the	KBE B	ullding Corporation
	pany Name atterson Park Road		
		Stree Farm	of nington, CT 06032
		City	
and all of its subcontr	actors will pay all wo	rkers on the	
BI-R	C-394 CCSU Addition	ns and Ren	ovations to Barnard Hall
	Project Name a	and Number	r
	Stanley St	reet, New I	Britain, CT
	. Street and Ci	ty	
the wages as listed in attached hereto).	the schedule of preva	iling rates r	equired for such project (a copy of which
LAU			Signed
Subscribed and sworn	to before me this	9th	day of April , 19
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		La	mi Call
Return to:		0 7	Notary Public
/ A	cticut Department of	Labor	
	& Workplace Standa	rds Divisio	
	olly Brook Blvd. ersfield, CT 06109		My Commission Expires March 31, 2020
Rate Schedule Issue	d (Date): January	4, 2019	

CONTRACTORS WAGE CERTIFICATION FORM

Michael Colossale, Vice Presider	nt of Colossale Concrete, Inc.
Officer, Owner, Authorized Rep.	Company Name
do hereby certify that the	Colossale Concrete, Inc.
do holoby outily that the	Company Name 510 Christian Lane
	Street Berlin, CT 06037-1426
•	City
and all of its subcontractors will pay all	workers on the
CCSU - Addition	ns & Renovations to Barnard Hall
Project Nar	me and Number
Stanley	y Street, New Britain, CT
Street and	d City
the wages as listed in the schedule of prattached hereto). Subscribed and sworn to before me this	revailing rates required for such project (a copy of which is Signed April 19'
Return to: Connecticut Departmer Wage & Workplace St 200 Folly Brook Blvd. Wethersfield, CT 061	tandards Division
Rate Schedule Issued (Date): 7/0	1/2018

CONTRACTORS WAGE CERTIFICATION FORM Construction Manager at Risk/General Contractor/Prime Contractor

I, Stephen Woods of Stonehedge Canokapin Co. Officer, Owner, Authorized Rep. Company Name
do hereby certify that the Stonehed Candscaping Co-
Newpolar CT OCity
and all of its subcontractors will pay all workers on the CCSU- Barnard Hall #BI-RC-394
Project Name and Number New Britain CT Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).
Subscribed and sworn to before me this 10 day of 120,19
Return to: Connecticut Department of Labor
Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 MARY C. WOODS NOTARY PUBLIC MY COMMISSION EPPRES APR. 30, 2025
Rate Schedule Issued (Date):

CONTRACTORS WAGE CERTIFICATION FORM

I. Steve Moriss	ette	of	Americ	an Environmeni	tal, Inc.
Officer, Owner, Author	ized Rep.	<u> </u>	Compa	any Name	
do hereby certify that the		America	ın Environm	nental, Inc.	
		Cor	npany Name 18 Canal St	reet	and the second s
		Stre Ho	et lyoke, MA	01040	
		City	,		· · · · · · · · · · · · · · · · · · ·
and all of its subcontractors v	vill pay all wo	rkers on th	ne		
CCSU Additions and R	enovations to	Barnard	Hall Proje	ect No.: BI-RC-	394-CMR
p	roject Name a	and Numb	er		·
161	5 Stanley Str	eet, New	Britain, CT	06050	
	Street and Ci	ty		***************************************	
the wages as listed in the schoattached hereto).	edule of preva	iling rates	required for	such project (a	copy of which i
Subscribed and sworn to befo	ore me this	9th	_day of	April	19
		<u>a</u>	lleiu	J. ()	
Return to:			Nota	ry r done	
Connecticut I Wage & Wor 200 Folly Bro Wethersfield, Rate Schedule Issued (Date	kplace Standa ok Blvd. CT 06109		on I	My Commi	District Value of

CONTRACTORS WAGE CERTIFICATION FORM

I, Scott Aconowitz of Universal Foundations Inc. Officer, Owner, Authorized Rep. Company Name
do hereby certify that the Universal Foundations Inc. Company Name 120 Company Name Street Cleshive, CT. 06410 City
City
and all of its subcontractors will pay all workers on the
CCSU Barnard Hall BI-RC-394
Project Name and Number
1615 Stanley Street, New Britain CT 06050 Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).
Signed
Subscribed and sworn to before me this 10th day of April ,2019.
Cyritha Dirab
Return to: Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109
Rate Schedule Issued (Date): January 04, 2019

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

John Fill	oramo	of John Fill	oramo Construction Company	Inc
Officer, Owner, Au	thorized Rep.		ompany Name	
do hereby certify that the	John	Filloramo Const	cruction Company Inc.	
do necess corres that the		Company 1 82 Gle	Name ndale Rd.	
		Street South	Windsor	*****
	According to the second	City		
and all of its subcontract	ors will pay all wo	rkers on the		
CCSU /	Addition and Reno	ovation to Barna	rd Hall BI-RC-394	
	Project Name	and Number	•	
	1615 Stanley	St. New Britain,	CT 06050	
	Street and C	ity		
the wages as listed in the attached hereto). Subscribed and sworn to		niling rates requir	red for such project (a copy of Signed , 201	which is
		Cheuee	A Coulbian Notary Public	
Wage & 200 Foll	icut Department o Workplace Stand y Brook Blvd. sfield, CT 06109		CHERICE A. COULBO NOTARY PUBLIC MY COMMISSION EXPIRES AUG. S	7

Rate Schedule Issued (Date): _

CONTRACTORS WAGE CERTIFICATION FORM

'
1, Shown P Kechane of Steethech Building Officer, Owner, Authorized Rep. Company Name Products, Inc
do hereby certify that the Steettech Building Products, Tox Company Name Company Name Street Street
South WindSor City
and all of its subcontractors will pay all workers on the
CCSU Bornard Hall #BI-RC-394-BP#006 Project Name and Number
New Britain Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).
Signed Shown Prephane Signed Shown Prephane V. Presiden Subscribed and sworn to before me this
Christine Marscheid Notary Public
Return to:
Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 CHRISTINE M. HARSCHEID NOTARY FUBLIC WY COMMISSION EXPIRES JAN. 31, 2023
Rate Schedule Issued (Date)

CONTRACTORS WAGE CERTIFICATION FORM

I, Bruno Zavarella	of Zavarella Woodworking	_
Officer, Owner, Authorized	Rep. Company Name	
do hereby certify that the	Zavarella Woodworking	, ÷
do notody obtably with the	Company Name 48 Commerce Court	
6	Street Newington, CT	
	City	
and all of its subcontractors will p	ay all workers on the	
CCSU Ac	dition & Renovation to Barnard Hall	_
Proje	t Name and Number	
	New Britain, CT	
Stre	et and City	
the wages as listed in the schedule attached hereto).	of prevailing rates required for such project (a copy of which	ı is
Subscribed and sworn to before n	te this day of _April3019	
	SHERRIL. C. NOTARY PUBLIC MY COMMISSION EXPIRES	ARTER - <i>GT [51233</i> \$ MAR, 31, 2023
Return to: Connecticut Depa Wage & Workpla 200 Folly Brook l Wethersfield, CT	rtment of Labor be Standards Division Blvd.	- 100 - 100
Rate Schedule Issued (Date):		

CONTRACTORS WAGE CERTIFICATION FORM

BARBARA FARRAND, CFO.	of SILKTOWN ROOFING, INC.
Officer, Owner, Authorized Rep.	Company Name
	SILKTOWN ROOFING, INC.
do hereby certify that the	Company Name 27 PLEASANT STREET
, <u></u>	Street MANCHESTER
	City
and all of its subcontractors will pay all	workers on the
CENTRAL CT STATE UNIVER	RSITY - BARNARD HALL - #: BI-RC-394-CMR
Project Na	me and Number
1615 STANLEY S	STREET - NEW BRITAIN, CT 06053
Street an	d City
the wages as listed in the schedule of prattached hereto). Subscribed and sworn to before me this	revailing rates required for such project (a copy of which is Signed day of April, 2019
	Mendy LHax Lex Notary Public
Return to: Connecticut Departmer Wage & Workplace Sta 200 Folly Brook Blvd. Wethersfield, CT 0610	nt of Labor andards Division WENDY L. THAXTER Notary Public, Stats of Connection My Commission Expires May 31, 2
Rate Schedule Issued (Date):	

CONTRACTORS WAGE CERTIFICATION FORM Construction Manager at Risk/General Contractor/Prime Contractor

I, Provided Rep. Officer, Owner, Authorized Rep.	muls Chulky LLC
do hereby certify that the Daniels Caully Company No a Street South Windson, City	
and all of its subcontractors will pay all workers on the	
Project Name and Number New Britain Construct Street and City the wages as listed in the schedule of prevailing rates require attached hereto).	Signed
Subscribed and sworn to before me this day o	f Hpnd , 2019 William Notary Public 3/3//19
Return to: Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 Rate Schedule Issued (Date):	1100000

CONTRACTORS WAGE CERTIFICATION FORM

Officer Owner Authorized Rep. Of Process Name Company Name
do hereby certify that the <u>ACCURATO DUST + Window</u> Company Name 4 Hinckley Hill Pd Street Prostin OT (NAS/25) City
and all of its subcontractors will pay all workers on the COU Barnhand Hall Project Name and Number
NEW BRITINGS Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto). Signed
Subscribed and sworn to before me this 10 day of April ,2014.
Return to: Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 CORRIE HOYT NOTARY PUBLIC State of Connecticut My Commission Expires August 31, 2023
Rate Schedule Issued (Date):

CONTRACTORS WAGE CERTIFICATION FORM

of	Conn Acoustics, 1	inc.
	Company Name	
Con	n Acoustics, Inc.	
Com	pany Name 0 Holmes Road	
Stree	et Newington	
City		•
orkers on th	e	
all / Project	# BI-RC-394-CMR	
and Numbe	er.	
nley Street,	New Britain	
City		
vailing rates: ————————————————————————————————————	required for such project (Signed day of APCI	a copy of which is
of Labor dards Divisio	Notary Public	CONNELLING CONNELLING
	Con Com Street City orkers on the all / Project e and Number hey Street, City vailing rates of Labor dards Division	Company Name Company Name 60 Holmes Road Street Newington City Forkers on the all / Project # BI-RC-394-CMR and Number Street, New Britain City vailing rates required for such project (and and project) Signed Q-t-h day of April Notary Public

CONTRACTORS WAGE CERTIFICATION FORM

I, WILLIAM MUCHA	of BARALL & KONOVER FLOORS, INC.
Officer, Owner, Authorized Rep.	Company Name
•	•
do hereby certify that the BARALL & KON	SOVER FLOORS INC
do hereby certify that theBARALL & ROL	Company Name
714 BLUE HILL	• •
	Street
HARTFORD, C	
	City
t the Charles and a second and the property	an tha
and all of its subcontractors will pay all worke	ers off the
CCSU BARNARD HALL	
Project Name and	l Number
_	
1615 STANLEY ST NEW BRITA	IN, CT 06050
Street and City	
the wages as listed in the schedule of prevailing attached hereto).	ng rates required for such project (a copy of which is Signed
Subscribed and sworn to before me this107	TH day of APRIL , 2019 .
•	Notary Public
Return to:	The Control of the Co
Connecticut Department of La	abor Similarin.
Wage & Workplace Standards	
200 Folly Brook Blvd.	STATE OF CONNECTICUT
Wethersfield, CT 06109	MY COMMISSION EXPIRES TEBRUARY 28 2024
Rate Schedule Issued (Date):	
	Wwgo 818

CONTRACTORS WAGE CERTIFICATION FORM

I, Margaret M. Cumings of Mackenzie Pointing Company Officer, Owner, Authorized Rep. Company Name
do hereby certify that the Mackenzie Painting Company Company Name 60 Mead Street Street Street CT 06615 City
and all of its subcontractors will pay all workers on the
Project Name and Number New Britain, CT Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto). Subscribed and sworn to before me this day of, 2019
Notary Public Manual Property Control of the Contro
Return to: Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 Rate Schedule Issued (Date): WECTUME WETHER ONA ONA ONA ONA ONA ONA ONA ON

CONTRACTORS WAGE CERTIFICATION FORM

Gerald St.Hilaire Jr	of Central Conn Acoustics, Inc.
Officer, Owner, Auth	orized Rep. Company Name
do hereby certify that the _	Central Conn Acoustics, Inc. Company Name
٠.	105 North Cherry Street Street
_	Wallingford
	City
and all of its subcontractor	s will pay all workers on the
	Additions and Renovations to Barnard Hall
,	Project Name and Number
1615 Stanley Street Ne	w Britain, Ct.
	Street and City
the wages as listed in the sattached hereto).	schedule of prevailing rates required for such project (a copy of which is Signed
Subscribed and sworn to l	before me this 9 day of April ,2019
Wage & V 200 Folly	Notary Publicant Notary Public Notary Public Notary Public Notary Public Notary Public State of Connecticut My Commission Expires 9/30/2022 My Commission My Com
Rate Schedule Issued (Date):

CONTRACTORS WAGE CERTIFICATION FORM

I. Mike N	appi	of_	М	& P Painting L	LC	
Officer, Owner, Aut	horized Rep.		Compa	ny Name		
do hereby certify that the		r	4 & P Painting	g LLC		
uo norvey servey serve		Co 1	mpany Name 41 S Boroug	h Road		
		St	reet Southingt	on		
·		City				
and all of its subcontracto	rs will pay all wo	rkers on	the	· -		
	CCSI	J Barna	d Hall			
	Project Name a	ınd Num	ber			
	1615 Stanl	ey Stree	et New Britair	า		
	Street and Ci	ty				
the wages as listed in the attached hereto).	schedule of preva	iling rate	es required for	such project (a	a copy of which is	
•				Signed	***************************************	
Subscribed and sworn to	before me this	11	day of	April		·,
		Pa	<u>VIIIAI</u>	APAC ary Public		
Return to:	•		Mu	COMMISSIUN 4	expires: May 3	12024
Connection Wage & Volume 200 Folly	cut Department of Workplace Standa Brook Blvd. ield, CT 06109		J			
Rate Schedule Issued (Date):					

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I, Palge S	arazin, Vice President	of	Sarazin General Cont	ractors, Inc.
Officer, Ov	ner, Authorized Rep.		Company Name	
do hereby certify	that the	Sarazin Gen	eral Contractors, Inc	
do horody corres	that the	Compa 6 Co	any Name ommerce Drive	
		Street North W	indham, CT 06256	
		City		
and all of its subc	contractors will pay all wor	kers on the		
	3I-RC-394 CCSU Addition	s and Reno	vations to Barnard H	all
	Project Name a	nd Number		
	Stanley Str	reet, New B	ritain, CT	
	Street and Cit	ty		
the wages as liste attached hereto).	ed in the schedule of prevai	iling rates re	quired for such project	t (a copy of which is
Subscribed and s	worn to before me this	9th d	ay of April	,2019
V	onnecticut Department of Vage & Workplace Standa 00 Folly Brook Blvd.		NC Stat	ari Faith Barrette DTARY PUBLIC e of Connecticut ession Expires 8/31/2023
V	Vethersfield, CT 06109			•

Rate Schedule Issued (Date): January 4, 2019

CONTRACTORS WAGE CERTIFICATION FORM

T Mark Kolakowski	of Elite Construction Rentals, LLC.
Officer, Owner, Authorized Rep	
do hereby certify that the	Elite Construction Rentals, LLC
do horosy outing that the	Company Name 5 Alexander Drive
	Street Wallingford, CT 06492
•	City
and all of its subcontractors will pay a	ll workers on the
CCSU Additions and	Renovations to Barnard Hall BI-RC-394
Project N	ame and Number
1615 Stanle	y Street, New Britain, CT 06050
Street a	nd City
the wages as listed in the schedule of attached hereto).	prevailing rates required for such project (a copy of which is Signed
Return to: Connecticut Departme Wage & Workplace S 200 Folly Brook Blvd Wethersfield, CT 06	Notary Public Jennifer Kraft NOTARY PUBLIC State of Connecticut tandards Division My Commission Expires 3/31/2021
Rate Schedule Issued (Date):	

CONTRACTORS WAGE CERTIFICATION FORM

David K. Thompson	of Encore Fire Protection
Officer, Owner, Authorized Re	p. Company Name
· .	
do hereby certify that the	
	Company Name 35 Philmack Drive
,	Street Middletown, CT 06457
	City
and all of its subcontractors will pay	all workers on the
	CCSU - Barnard Hall
Project 1	Name and Number
	New Britain, CT
Street	and City
the wages as listed in the schedule of attached hereto).	prevailing rates required for such project (a copy of which i
Subscribed and sworn to before me t	Anuil 10
Return to:	Michele Mana Notary Public MICHELE THOMAS
Connecticut Departn Wage & Workplace & 200 Folly Brook Blv Wethersfield, CT 06	Standards Division My Commission Expires March 31, 2022 d.
Rate Schedule Issued (Date):	

CONTRACTORS WAGE CERTIFICATION FORM

I. Edward Car	valho	of	М.	J. Daly, LLC	
Officer, Owner, Author	orized Rep.		Company	Name	
		-	M. J. Daly, LLC		
do hereby certify that the					
		Co ₁	npany Name O Mattatuck He	ights	44-
		Stre Wa	eet aterbury, CT 06	5705	
_		City			
and all of its subcontractors	will pay all wo	rkers on t	he		
CCSU Additions and	l Renovations	to Barnar	d Hall, Project	No. BI-RC-3	94-CMR
	Project Name	and Numb	oer,		
	1615 Stanley	Street, 1	New Britain, CT		
€ -1,	Street and C	ity			
the wages as listed in the so attached hereto).	hedule of preva	ailing rates	required for su		A
				Signed	
Subscribed and sworn to be	efore me this	9th	day of	Aprll	<u>,2019.</u>
	,	- -	MC Sul Notary	WC Public	\
Return to:					· · i
Wage & W 200 Folly B	t Department o orkplace Stand rook Blvd. ld, CT 06109		ion	NOT	Y C BREIVE TARY PUBLIC n Expires April 30, 2022
Data Schadula Issued (D.	ato)·			•	•

CONTRACTORS WAGE CERTIFICATION FORM

I, Michael McKinnon	of	Wayne J. Griffin Electric, Inc.
Officer, Owner, Auth	orized Rep.	Company Name
do hereby certify that the _	Wayne J. Griffin Elec	tric, Inc.
	C 116 Hopping Brook R	ompany Name Load
	S Holliston, MA 01746	treet
	City	
and all of its subcontractor	s will pay all workers on	the .
CCSU Additions and Re	novations to Barnard Ha	all ·
	Project Name and Nur	nber
	1615 Stanley St, N	lew Britain, CT
34447 Page	Street and City	
the wages as listed in the s attached hereto). Subscribed and sworn to b	10	Signed Michael Mekinnon Control day of April April April April April April April April
	<u>C</u> À	Notary Public
Wage & W 200 Folly l	at Department of Labor Yorkplace Standards Div Brook Blvd. Eld, CT 06109	TO COMMISSION TO

CONTRACTORS WAGE CERTIFICATION FORM

I, Ted Hou of Harris Service 5 Officer, Owner, Authorized Rep. Company Name
do hereby certify that the 1+crizer Scriper Scriper Company Name 250 Gordon Struct
Enst Street City City
and all of its subcontractors will pay all workers on the
Additions and Renewations to Barnard Hall-CC64- Project Name and Number
1415 Stonly Street Mu Britain CT OLCSO Street and City
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto). Signed
Subscribed and sworn to before me this 10 day of 10, 2019
Notary Public 1912?
Return to: Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109
Rate Schedule Issued (Date):

Page 1 of 10

Section 00 52 23.6

APPENDIX

Administrative and Statutory Requirements

For

Renovation/Expansion of Barnard Hall Central Connecticut State University New Britain, CT

BI-RC-394-CMR

Prepared by: CT Department of Administrative Services Construction Services Office of Legal Affairs, Policy and Procurement 450 Columbus Boulevard, Suite 1307 Hartford, CT 06103

Project No.: BI-RC-394 CMR

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APPENDIX 1

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 quasipublic 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, intellectual disability, 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

Page 3 of 10

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, intellectual disability, 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 Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 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 Section 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

	Project No.:	BI-RC-394	CMR
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Page 4 of 10

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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 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.

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.

Project No '	BI-RC-394	CMR

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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 DAS 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

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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

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and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records of files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes as revised.

14. Forum and Choice of Law:

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

The term "Claim" as it applies to this provision and Paragraph 17 of this Appendix shall mean: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

17. Antitrust:

Contractor (CMR) hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute §35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigation and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

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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:

<u>Civil penalties</u>—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.

<u>Criminal penalties</u>—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.

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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, <u>www.ct.gov/seec.</u> 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 CGS 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,

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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.

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