

Supplementary Conditions of the Contract for Construction for Construction Manager at Risk (CMR)

These Supplementary Conditions of the Contract for Construction for Construction Manager at Risk (CMR) ("Supplementary Conditions") modify the State of Connecticut, Department of Administrative Services, Construction Services, Section 00 72 23 General Conditions of the Contract for Construction for Construction Manager at Risk (CMR) (Rev. 05.02.14) ("General Conditions") as indicated below. All provisions which are not so modified remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

ARTICLE 1: DEFINITIONS:

ADD Subsection 1.34 as follows:

- 1.34 **CONTRACTOR PARTIES:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

ARTICLE 3 CORRELATION OF CONTRACT DOCUMENTS:

ADD Subsection 3.6 as follows:

- 3.6 In accordance with C.G.S. Section 4a-1, wherever the term "Commissioner of Construction Services" is used in the "Bidding Documents" or "Project Manual" the term "Commissioner of Administrative Services" shall be substituted in lieu thereof; and wherever the term "Department of Construction Services" is used in "Bidding Documents" or "Project Manual", the term "Department of Administrative Services" shall be substituted in lieu thereof.

ARTICLE 4: COMMENCEMENT AND PROGRESS OF WORK:

DELETE Subsection 4.10 in its entirety.

ADD Subsection 4.10 as follows:

- 4.10 The CMR shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work. This person may also be the Project Site Safety Officer, if designated by the Owner, CMR and Architect.

ARTICLE 9: MINIMUM WAGE RATES:

DELETE Subsection 9.1 in its entirety.

ADD Subsection 9.1 as follows:

- 9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies to all public works projects, including contracts for off-site custom fabrication:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

For purposes this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

ARTICLE 11: CONSTRUCTION SCHEDULES:

DELETE Subsection 11.2 in its entirety.

ADD Subsection 11.2 as follows:

- 11.2 Unless otherwise specified under the Contract Documents, the CMR shall provide a monthly update of the CPM Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the CMR shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

11.2.1 Requisitions for progress payments will not be processed until the CMR has complied with all of the requirements of Section 11.2.

ARTICLE 13: COMPENSATION FOR CHANGES IN THE WORK:

DELETE Subsections 13.8.4 and 13.8.5 in their entirety.

ADD Subsection 13.8.4 Rented or Owned Equipment as follows:

- 13.8.4 Rented or Owned Equipment:** (Used directly on the Work and by the CMR's or Subcontractor's own forces). CMR- or Subcontractor-owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for CMR- or Subcontractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the CMR or Subcontractor must provide satisfactory documentation of their actual cost.

DELETE Subsection 13.12.1 in its entirety.

ADD Subsection 13.12.1 as follows:

- 13.12.1** Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the CMR determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.12.1.1 through **13.12.1.4**:

- .1 Labor:** (Subcontractor's own forces).
- .2 Material:** (Used by Sub- contractor's own forces).
- .3 Benefits:** (The established rates of the following benefit costs inherent to the particular labor involved):
 - .1** Workers Compensation;
 - .2** Federal Social Security;
 - .3** Connecticut Unemployment Compensation.
 - .4** Fringe Benefits.

.4 Rented or Owned Equipment: (Used directly on the Work and by the CMR's or Subcontractor's own forces). CMR- or Subcontractor-owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for CMR- or Subcontractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the CMR or Subcontractor must provide satisfactory documentation of their actual cost.

ARTICLE 19: PROTECTION OF THE WORK, PERSONS AND PROPERTY:

DELETE Subsection 19.5 in its entirety.

ADD Subsection 19.5 as follows:

- 19.5** The CMR shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. **This person may also be the Project Superintendent, if designated by the Owner, CMR and Architect.** The name and position of the designated person shall be reported to the Owner by the CMR at the commencement of the Contract.

ARTICLE 25: ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER:

DELETE Subsection 25.1 in its entirety.

ADD Subsection 25.1 as follows:

- 25.1** The Commissioner hereby declares that the **DAS/CS** Project Manager is the Commissioner's authorized representative to act in matters involving **this Contract**; to settle disputes between the CMR and the Owner's Representative; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 "Compensation for Changes in the Work" and 14 Deleted Work herein shall guide the **DAS/CS** Project Manager. **The DAS/CS Project Manager is not empowered to revoke, alter, enlarge, or relax any requirements as detailed within the articles of this Section 00 72 23 General Conditions Of The Contract for Construction for Construction Manager at Risk.**

ARTICLE 27: SCHEDULE OF VALUES, APPLICATION FOR PAYMENT:

DELETE Subsection 27.1 in its entirety.

ADD Subsection 27.1 as follows:

- 27.1** Immediately after the signing of the Contract, the CMR shall furnish for the use of the Commissioner, as a basis for estimating **progress** payments, a certified Schedule of Values, totaling the Contract Sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner; the CMR shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

ARTICLE 28: PROGRESS PAYMENTS:

DELETE Subsection 28.2 in its entirety.

ADD Subsection 28.2 as follows:

- 28.2** In making such Application For Payment for the Work, there shall **not be more than seven and one-half percent (7.5%) deducted from** the amount of each Application for Payment to be retained by the Owner as Retainage until **Final Completion**.
- 28.2.1** At **fifty percent (50%)** completion of the Work the Retainage shall be reduced to **five percent (5%)**. All subsequent Applications for Payment shall be subject to **five percent (5%) Retainage**. Upon Substantial Completion, and in the Commissioner's sole discretion and based upon the factors set forth in **Section 28.3**, the Retainage may be reduced upon the request of the Contractor and recommendation of the CT DAS Project Manager. In the event of a reduction in Retainage to below **five percent (5%)**, the minimum Retainage withheld shall not be less than the CT DAS Project Manager's estimate of the remaining Work or **two and one-half percent (2.5%)**, whichever is greater. All requests for Retainage Reduction shall be done on **CT DAS 7050 Construction Manager at Risk (CMR) Retainage Reduction Request**, which can be found at the end of the General Conditions.
- 28.2.2** Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner **and based upon factors set forth in subsection 28.3**, a reduction of Retainage below **two and one-half percent (2.5%)** may be considered.
- 28.2.3** A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).

DELETE Subsection 28.3.10 in its entirety.

ADD Subsection 28.3.10 as follows:

- 28.3.10** CMR is compliant with **the Commission on Human Rights and Opportunities (CHRO)** provisions of the contract and notwithstanding anything to the contrary in the Contract Documents, the CMR shall provide to Owner, in an electronic format acceptable to Owner, the following information for each bid package listed in Exhibit B to the GMP Amendment:
- .1 the subcontract and sub-subcontracts;
 - .2 the MBE/SBE status of the subcontractor and each of its sub-subcontractors;
 - .3 the amount paid by the CMR to the subcontractor and the amount paid by the subcontractor to its sub-subcontractors;
 - .4 a detailed description of the selection process utilized by the subcontractor in awarding its sub-subcontractors; and,
 - .5 a list of all competitive bids, proposals, or quotes received by the subcontractor, together with any other information used by the subcontractor, in awarding its sub- subcontractors."

ARTICLE 36 FOREIGN MATERIALS:

ADD Subsection 36.4 as follows:

- 36.4** **Build America, Buy America Act:** In accordance with the Build America, Buy America Act (BABA) of 2021, all non-federal entities who receive Federal Financial Assistance obligated on or after the effective date of October 23, 2023 for an infrastructure project, are subject to the provisions of BABA. The **"Buy America Preference"** provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal Award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
- The Build America, Buy America Act means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Public Law 117–58).
- See page 1 of Section 00 11 16 Invitation to Bid or Section 00 41 00 Bid Proposal Form for applicability. Additional details can be found in Section 00 21 13 Instructions to Bidders, Section 00 41 00 Bid Proposal Form; and Section 00 73 73 Build America, Buy America Act Requirements for Projects with Federal Financial Assistance.

APPENDIX 1:

DELETE Appendix 1 in its entirety.

ADD Appendix 1 as follows:

Appendix 1

Connecticut Department of Administrative Services		7050 CMR Retainage Reduction Request Page 1 of 1	
Department of Administrative Services / Construction Services (DAS/CS) 450 Columbus Blvd, Hartford, CT 06103 Construction Manager at Risk (CMR) Retainage Reduction Request			
Date:	Insert		
To DAS/CS Project Manager (PM):	Insert	Suite:	1201
From CMR:	Insert		
DAS/CS Project Number:	Insert		
DAS/CS Project Title:	Insert		
DAS/CS Project Location:	Insert		
Subject:	Retainage Reduction		
Current % Project Completed:	Insert %		
Current % Retained:	Insert %		
In accordance with the Commission on Human Rights and Opportunities (CHRO) Regulations of Connecticut State Agencies (R.C.S.A.) Section 46a-68j-26(a) and Connecticut General Statutes (C.G.S.) Section 46a-68d: <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 80%;">CMR Name</div>			
hereby requests a two percent (2%) reduction in retainage from <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">##</div> % to <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">##</div> %			
<input type="checkbox"/>	Based upon receipt of the attached CHRO Approval Letter dated:		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">Date</div>
<input type="checkbox"/>	CHRO Approval Letter (attached).		
<input type="checkbox"/>	CHRO Plan (attached).		
<input type="checkbox"/>	Based upon receipt of the attached CHRO Release of Retainage Letter dated:		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">Date</div>
<input type="checkbox"/>	CHRO Release of Retainage Letter (pending approval of CHRO Plan) (attached).		
In accordance with the General Conditions for the Construction Manager at Risk (CMR), Article 28 Progress Payments, <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 80%;">CMR Name</div>			
<input type="checkbox"/>	Hereby requests for their Firm,		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">CMR Name</div>
<input type="checkbox"/>	Hereby requests on behalf of their Subcontractor,		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">Subcontractor Name</div>
a reduction of retainage from <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">##</div> % to <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 10%;">##</div> %.			
The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the CMR:			
<input type="checkbox"/>	DAS Construction Services Contractor Performance Evaluation Score is a minimum of Sixty Percent (60%) .		
<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.		
<input type="checkbox"/>	Timely and proper submission of all required Contract Document submissions including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.		
<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.		
<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.		
<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.		
<input type="checkbox"/>	All approved credit Change Orders have been invoiced.		
<input type="checkbox"/>	All Change Order requests for pricing are current.		
<input type="checkbox"/>	The CMR has and is maintaining a clean worksite in accordance with the Contract Documents.		
<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.		
<input type="checkbox"/>	CMR is compliant with CHRO provisions of the contract.		
CMR Certification: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> (Written Name) (Signature) (Date) </div>			
Project Manager Recommendation: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> (Written Name) (Signature) (Date) </div>			
ADPM Approval: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> <div style="width: 30%; border: 1px solid black; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> (Written Name) (Signature) (Date) </div>			

END

CT DAS 7050 (Rev. 07.01.2025)
7000 Construction Phase Forms

End of Section 00 72 13.1
Supplementary Conditions Of The Contract For Construction
For Construction Manager at Risk (CMR)