Administration Guidelines

South Windsor Fire Station Project

60 Industrial Park Rd West. Tolland, CT. 06084 Ph: 860-871-2839 Fx: 860-871-3058
www.cutterenterprises.com

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Introduction

We look forward to working with your company on the South Windsor Fire Station Project starting in the coming months. We have found that these administration guidelines, if followed closely, results in a smooth progression from the start of project through completion. If these administration guidelines are followed closely, you can expect a smooth shop drawing / submittal process, prompt payment of monthly requisitions, the release of retainage, and error-free certified payroll reporting.

We have included all the necessary forms and information to help you conform to the project requirements. Please feel free to call to request further information on any part of these processes.

Robert J. Dwyer
Manager

Brendan P. Dwyer
Operations Manager

David Netz
Project Manager

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The Letter of Intent

You have received a Letter of Intent / Notice to proceed as a part of this package indicating your trade contract, contract amount, unit prices, and tentative schedule (as applicable.)

Upon receipt of two copies of your "Notice to Proceed / Letter of Intent", fully execute and return one copy to:

Cutter Enterprises, LLC.
60 Industrial Park Rd. West
Tolland, CT. 06084

Retain one copy for your records.

Upon receipt of the letter of "Notice to Proceed / Letter of Intent" please note the required documentation listed therein. We require a schedule of values, certificate of insurance, submittal schedule, wage certification forms, and the last page of this document signed and returned.

The following items are due within 10 days of receipt of the letter of intent:

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Schedule of Values

DUE WITHIN TEN DAYS OF RECEIPT OF THE LETTER OF INTENT

The Trade Contractor shall provide a schedule of values, breaking down the scope of work into the smallest practical values. This schedule of values is subject to the approval of the Construction Manager, Architect and Owner. Separate line items shall be included for "close out requirements" and "service or maintenance agreements". The Schedule of Values shall be separated into Phases where applicable.

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Insurance

DUE WITHIN TEN DAYS OF RECEIPT OF THE LETTER OF INTENT

The Trade Contractor shall furnish to the Construction Manager two (2) copies of their current Certificate of Insurance indicating compliance with the requirements of the Contract Documents. The insurance certificates shall be issued by a company licensed to do business in the State of Connecticut.

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Submittals

SUBMITTAL SCHEDULE DUE WITHIN 15 DAYS FROM RECEIPT OF LETTER OF INTENT

A submittal schedule from each subcontractor is required with the first item submittal you make. This should list all of the intended materials, or shop drawings / product data you will be submitting.

All submittals, shop drawings and samples are to be submitted to Cutter Enterprises. We require a minimum of 7 **(seven)** copies of all product data, specifications, and shop drawings. We require a minimum of **3 (three)** samples for each product sample required. Refer to the Specifications Manual section 01330 Submittals, for submittal requirements

All submittals should be clearly marked and indicate the specification section, or work classification it corresponds to. Please be sure to include the full project title as "South Windsor Fire Station Project".

If you follow these submittal guidelines, you will receive 3 record copies of each submittal item back. Be advised that if you fail to submit the correct number of copies and we are forced to make additional copies you will be charged $1.50 per page for each 8.5 x 11 copy and $2.50 per plan page as necessary. These charges will appear as back-charges to your contract.

This is a sample of the stamp that we use to identify shop drawings:

Submittal / Shop Drawing Review			
Cutter Enterprises, LLC. 60 Industrial Park Rd West Tolland, CT. 06084		Job Name:	
Sub / Supplier		Approved	
		As Noted	
Reference:		Revise	
		Resubmit For Record	_____ copies
Date Reviewed		By:	
Review is for conformance with project documents. Final Responsibility for complete Compliance with contract documents and all field verifications and quantities are the Responsibility of the subcontractor			

Identifying your submittal in the same way may help to expedite the review of your shop drawings, product data, specifications, and samples.

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Hazardous Materials Program

DUE WITHIN TEN DAYS OF RECEIPT OF THE LETTER OF INTENT

The Trade Contractor shall provide a copy of all Material Safety Data Sheets to the Construction Manager for each material or operation to be utilized on this project, and will strictly enforce the indicated safety procedures with the Trade Contractors workforce. Throughout the course of construction, if additional products are to be brought onto the site, the appropriate Material Safety Data Sheets will be provided to the Construction Manager prior to said product being brought upon the site.

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FIELD SUPERVISION

At all times when the Trade Contractor has workmen on the project site, the Trade Contractor shall designate a competent Superintendent for the purposes of coordination, layout, directing the Trade Contractors forces, receipt and storage of materials.
In addition, the Superintendent will insure that all work of its forces is being implemented in a safe manner so as not to endanger any property, persons or environment in accordance with the latest O.S.H.A., E.P.A, Federal, State and/or Municipal regulations.

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PROJECT MEETINGS

1. Job meetings will be held at the jobsite weekly, or as determined by the Construction Manager.
2. Each Trade Contractor whose presence is determined to be necessary, and notified by the Construction Manager, shall attend the job meeting. Mechanical and Electrical trades shall attend all job meetings. Failure to attend job meetings will result in a $ 200.00 penalty for each occurrence.
3. All decisions and interpretations agreed upon at such job meetings will be recorded by the Construction Manager and furnished to each Trade Contractor.

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TEMPORARY FACILITIES

1. Offices, Storage Trailers, Etc. - Each Trade Contractor will provide and pay for any temporary offices, storage trailers, etc., that the Trade Contractor or his personnel requires.
2. Sanitary Facilities - The Construction Manager will provide temporary sanitary facilities and the maintenance of said facilities. At no time will the permanent facilities be used by construction personnel.
3. Telephone Service - The Construction Manager will provide a telephone at the project site for local calling only. Long Distance calls must use calling cards or collect. Any telephone service above and beyond this provision will be at the Trade Contractors expense.
4. Potable Water - Each Trade Contractor will be responsible for supplying his own forces with potable drinking water
5. Rigging and Hoisting - Each Trade Contractor will provide all necessary lifts, hoisting equipment, scaffolding and temporary platforms for the installation of his work.
6. Temporary Fire Protection - Each Trade Contractor will provide adequate fire protection in accordance with all applicable life safety regulations for his operation, such as welding, open flame devices, etc. The cost of any fire watch required by local fire authorities will be borne by the respective Trade Contractor. All welding materials shall be removed from the site on a daily basis. There will be NO storage of welding tanks on the project site.
7. Barricades and Temporary Safety Appliances - Each Trade Contractor will provide and maintain any barricades, temporary covers, warning devices, etc., associated with their respective work, as needed to protect other personnel and the general public. Such devices shall be per the direction, or as required by the authority having jurisdiction over the work. In addition, if obstruction permits, or public walkway permits are required, it is the Trade Contractors responsibility to secure and pay for such permits.
8. Temporary Protection of Work - Each Trade Contractor is solely responsible for the protection and maintenance of protection for his own work.

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CLEANING

Each Trade Contractor is responsible for the daily cleaning of his work area in order to keep the project site clean and safe. Construction debris is to be deposited to a central location designated by the Construction Manager. Each Thursday, all Trade Contractors will supply a sufficient work force and equipment to clean their respective areas on the site. On Friday of each week, the Construction Manager will inspect the site for Cleanliness. If the cleanliness of the project is unsatisfactory in the sole discretion of the Construction Manager, the Construction Manager will determine the source of the condition and have that condition remedied at the sole cost of the responsible Trade Contractor. In the event that the Construction Manager is unable to determine the source of the unsatisfactory condition, the Construction Manager will have the right to have the area cleaned and charge every Trade Contractor based on a total number of man hours worked by each trade contractor that week.

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SAFETY

1. All work performed on this project must meet Connecticut and United States OSHA (Occupational Safety and Health Act) standards as currently amended.
2. All Trade Contractors shall submit their safety programs to the Construction Manager as a condition precedent to entering into a contract with the Owner. The safety program shall be in compliance with all Federal, State and Local laws and regulations. The Trade Contractor shall defend and save the Owner, Construction Manager, and Architect harmless from all fines and penalties in connection with any violations of said regulations.
3. OSHA approved hard hats are to be worn by all personnel and visitors at all times.
4. Radios will not be permitted on the project site.

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The Contract

When we receive a fully executed copy of your Letter of Intent, we will begin to assemble your AIA Contract.

You will receive two copies of your contract. Please review this document completely, including but not limited to the addendum, exhibits and any other attached documents. Please sign all three copies and return one copy to the address above.

When returning your executed contract please include a Certificate of Insurance, and a State of Connecticut Wage Certification Form is required. You must send two copies of each document to:

Cutter Enterprises, LLC.
60 Industrial Park Rd West
Tolland, CT. 06084

Be advised that the certificates are required no later than ten days after you receive your Letter of Intent / Notice to Proceed and before you place any workmen on the job.

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Monthly Requisitioning

All monthly requisitions must be submitted on AIA Format G702. Monthly requisitions must be submitted to Cutter Enterprises by the 25th day of the month, forecasting work completed through the end of the month.

In the event that you are requisitioning for stored materials, please note that a bill of sale listing all items and their value must be submitted along with a certificate of insurance for the items and their insured value and location of storage.

Preliminary approval of your draft requisition, or a revision to it, will be sent via fax on or about the 5th of the following month. You will then be required to submit original, signed and notarized copies of the Requisition along with a lien waiver to our office ASAP and no later than the date shown on the fax. Requisition received after the required date will be rejected.

********ALSO BE ADVISED THAT YOUR REQUISITION SHOULD BE BILLED TO Cutter Enterprises, LLC**********

There are additional requirements for the release of payments listed in section 6 “Certified Payroll” and section 7 “Lien Waiver”.

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Online Access to Documents

We have implemented an online database for use by Owners, Architects, Engineers, consultants, and Subcontractors.

This server will allow you to sign in and retrieve contract administration forms such as Tax exempt certificates, Waivers of Lien, driving directions, prevailing wage rates, meeting minutes, project schedule, etc.

The documents are accessible at www.cutterenterprises.com.

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Certified Payroll

We have developed a system for collection, verification, and certification of payroll from subcontractors on our projects. These requirements, if followed closely, are designed to quickly and efficiently comply with all State of Connecticut Prevailing Wage laws.

There are three forms associated with the certified payroll program: the Payroll Certificate for Public Works Projects, the Fringe Benefits Explanation form, and the State of Connecticut Wage Certification Form. Upon receipt of your contract you are required to submit the State of Connecticut Wage Certification Form. These documents are attached.

In addition to these forms we require a listing of all second and third tier subcontractors you plan on using on this project. Please include their company names, addresses, telephone and fax numbers, email (if applicable) and the division of work they will perform.

Once the project commences, your on-site supervisor/foreman will be required by our field project manager to keep and submit a listing of all personnel on site, names, work classifications, and hours worked. This will be required daily. If these forms are not deposited your monthly payment may be withheld. This Form is attached and is named "Site Personnel Record."

The Certified Payroll for Public Works Projects form must be filled out and submitted in duplicate for all trade contractors and all second and third tier subcontractors. Monthly requisitions will be withheld indefinitely until all certified payroll for the requisition period are collected and verified. Cutter Enterprises, LLC. will not release payment until these forms are collected and verified.

On a monthly basis, Jennifer Cote, our projects coordinator will review all certified payroll and site personnel records. Your requisition will be held by the Town until they are notified by our office that all Certified Payroll has been received and is accurate, and that all site personnel records for the month in question have been received and are accurate. We advise you to submit certified payroll weekly, and also submit copies of the site personnel records weekly. We also advise that you retain copies of EACH for your records.

This project will also be running through the 7-1-10 wage rate revision. Therefore, when we approach that date, BE SURE to revise your certificates to show the new rates, and BE SURE that you are paying your work force correctly.

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Lien Waiver & Payment

The Lien Waiver should be signed, notarized and sent along with your requisition to ensure proper payment on time. At such time as your requisition is approved, you will receive a fax from Cutter Enterprises,LLC., notifying you that payment is forthcoming. Lien waivers sent separately must be sent directly to:

Cutter Enterprises, LLC.
60 Industrial Park Rd West
Tolland, CT. 06084

A copy of the lien waiver follows this instruction and a downloadable copy also resides at www.cutterenterprises.com

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WAIVER OF MECHANIC'S LIEN
WAIVER OF BOND CLAIM, RELEASE AND
INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) SS:
COUNTY OF :_____)

BEFORE ME , THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

_____, WHO, BEING BY ME FIRST DULY SWORN, DEPOSES

AND SAYS THAT (S)HE IS THE _____ OF _____,

HEREINAFTER THE "RELEASOR", THAT (S)HE IS FAMILIAR WITH THE FACTS HEREIN

STATED, AND THAT (S)HE, AS SUCH_____ IS AUTHORIZED TO

EXECUTE THE FOLLOWING:

THAT RELEASOR, FOR AND IN CONSIDERATION OF THE PAYMENT OF $_____,
BY Cutter Enterprises, LLC., HEREINAFTER CALLED THE "RELEASEE", DOES HEREBY WAIVE, RELEASE AND DISCHARGE ANY AND ALL RIGHTS TO ANY LIEN OR TO ANY BOND OR PAYMENT SURETY PROVIDED BY RELEASEE FOR SERVICES AND/OR MATERIALS FURNISHED BY THE RELEASOR, IN CONNECTION WITH A CONSTRUCTION PROJECT KNOWN AS "The South Windsor Fire Station Project", HEREINAFTER CALLED "THE PROJECT", LOCATED AT "232 West Rd, South Windsor, CT" FOR THE PERIOD ENDING_____, AND

THAT RELEASOR ACKNOWLEDGES THAT THE PAYMENT OF $_____, CONSTITUTES FULL PAYMENT FOR ALL MATERIALS AND SERVICES PROVIDED IN CONNECTION WITH THE PROJECT FOR THE ABOVE PERIOD. THE RELEASOR RELEASES AND DISCHARGES RELEASEE FROM ANY LIABILITY FOR PAYMENY IN CONNECTION WITH THE ABOVE NAMED PROJECT AND ENDING PERIOD, AND

THAT RELEASOR FURTHER CERTIFIES AND REPRESENTS THAT ANY AND ALL OF ITS SUBCONTRACTORS AND/OR MATERIALMEN IN CONNECTION WITH THE PROJECT HAVE BEEN PAID IN FULL FOR ANY AND ALL MATERIALS AND/OR SERVICES FURNISHED BY THEM THROUGH THE ENDING PERIOD INDICATED ABOVE, AND

THAT RELEASOR AGREES TO INDEMNIFY RELEASEE AND TO HOLD IT HARMLESS, BY REASON OF ANY LOSS OR DAMAGE SUSTAINED BY RELEASEE, INCLUDING ATTORNEY FEES AND COURT COSTS AND AGREES TO DEFEND AGAINST ANY CLAIM, AT ITS SOLE EXPENSE, MADE BY ANY OF RELEASOR'S SUBCONTRACTORS OR MATERIALMEN, AGAINST RELEASEE, OR AGAINST ANY BOND OR PAYMENT SURETY PROVIDED BY RELEASEE, RELATING IN ANY WAY TO THE ENDING PERIOD ABOVE, AND THAT THE RIGHTS CONTAINED IN THIS AGREEMENT SHALL BE IN ADDITION TO AND NOT IN SUBSTITUTION OF THE RIGHTS OF RELEASEE IN OTHER CONTRACT DOCUMENTS RELATING TO THE PROJECT.

DATED AT_____, THIS_____DAY OF _____, 200____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RELEASOR:_____

BY:_____

ITS:_____

SWORN AND SUBSCRIBED TO ME THIS _____DAY OF _____, 200____.

_____
NOTARY PUBLIC

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Close-Out / As-Builts / O&M's

Prior to the release of your retainage, the project will enter the Close-Out stage. Cutter Enterprises,LLC., will by this time have the O&M and Close-Out information assembled into the documents to be presented to the Owner. Certain trades are required to submit specific information upon project close-out. Most of this information is written into the Specification Manual, the Trade Package Manual. Within the Specification Manual and the Trade Package manual, each trade division has specific requirements such as warranties, maintenance agreements, extra stock deliveries, etc.. Please see the appropriate section for your contract. Your retainage will not be released until all work is completed, all punch-list items are completed, all O&M Manuals are submitted in triplicate, all as-built drawings are submitted in triplicate, and extra-material is delivered and stored per project requirements.

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We look forward to a successful working relationship in bringing this project to successful completion. If these guidelines are followed, we expect this project to come to completion on time and within budget with your help and attention to details.

Please sign this form and submit it along with your letter of intent.

Thank you for your cooperation,

Brendan P. Dwyer
Operations Manager

_____
Sign

_____
Print Name and Title

_____
Company

_____
Date

Please remove this page, copy it, and send a copy along with your letter of intent to:

Cutter Enterprises, LLC
60 Industrial Park Rd West
Tolland, CT. 06084