



**CONSTRUCTION**

AT PC WE GO ABOVE AND BEYOND ON EVERY JOB, PERIOD.

November 14, 2016

Mr. Robert C. Carrier  
Joint Building Committee Chair  
DHS-CTC Building Project  
McConnell Center  
61 Locust St, Suite 409  
Dover, NH 03820

Re: Letter of Recommendation – BP 26.1 Electrical, Telecommunications and Security Systems  
Dover High School & Career Technical Center  
PC Project No. 15027

Dear Robert:

Listed below are the bid results for the above referenced procurement package.

| Bidders                                                                       | Bid Amount         |
|-------------------------------------------------------------------------------|--------------------|
| <b>Wayne J Griffin Electric, Inc.</b>                                         | <b>\$6,859,000</b> |
| Reilly Electrical Contractors, Inc.                                           | \$8,788,000        |
| ES Boulos Company                                                             | \$9,020,000        |
| Scope Adjustments to Base Bid:                                                |                    |
| “or equal” light fixtures and lighting control package, delete spare fixtures | (\$102,000)        |
| Change transformer winding from copper to aluminum                            | (\$18,000)         |
| Reduce circuits feeding VAV boxes from 50 to 15                               | (\$4,000)          |
| Delete wiring for emergency gas shutoff at classrooms                         | (\$12,000)         |
| Add fire alarm modules for fire extinguisher cabinets                         | \$28,000           |
| Add conduits to site boxes per note 7/E0.3 versus 9/E0.3                      | \$3,800            |
| Remove firestopping scope (carried in BP 7.5)                                 | (\$10,000)         |
| Remove temporary heat power allowance (carried elsewhere)                     | (\$10,000)         |
| Recommended subcontract value                                                 | \$6,734,800        |

Based upon our final analysis, we recommend the work be awarded to Wayne J Griffin Electric, Inc. We request your authorization by signature below to notify Wayne J Griffin Electric, Inc. that they are the apparent low bidder and that we will enter into a contract in the amount of \$6,734,800 with Wayne J Griffin Electric, Inc. contingent upon execution of the GMP between PC and The Dover School District.

Sincerely,



Scott Blair  
Project Manager

Joint Building Committee

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Authorization

Date

cc: Garret Bertolini  
Joe Picoraro  
Melissa Henerberry (JBC)  
Laura Wernick  
Tina Stanislaski  
Bobby Williams

| <b>Scope:</b> <b>Electrical Subcontractor</b> |                                                        |             | <b>Company:</b> Wayne J Griffin Elec |               | Reilly Electrical Contractors, Inc |      | ES Boulous Company      |      |              |      |              |       |              |
|-----------------------------------------------|--------------------------------------------------------|-------------|--------------------------------------|---------------|------------------------------------|------|-------------------------|------|--------------|------|--------------|-------|--------------|
| <b>Job No:</b> 15027                          |                                                        |             | <b>Contact:</b> David Small          |               | Tom Aborn                          |      | Garrett Gustafson       |      |              |      |              |       |              |
| <b>Project:</b> Dover HS & CTC                |                                                        |             | <b>Phone:</b> 508-306-5474           |               | 508-230-8001                       |      | 207-464-3706            |      |              |      |              |       |              |
| <b>Estimator:</b> GTB                         |                                                        |             | <b>Mobile:</b>                       |               |                                    |      |                         |      |              |      |              |       |              |
| <b>Bid Date:</b> 9/15/16 2:00 PM              |                                                        |             | <b>Fax:</b>                          |               |                                    |      |                         |      |              |      |              |       |              |
|                                               |                                                        |             | <b>Email:</b> dsmall@wgei.com        |               | taborn@gorelco.com                 |      | ggustafson@esboulos.com |      |              |      |              |       |              |
| Spec                                          | Description                                            | PC Quantity | UM                                   | "PC" Estimate |                                    | A    |                         | C    |              | D    |              | CARRY |              |
|                                               |                                                        |             |                                      | U.P.          | Total Price                        | U.P. | Total Price             | U.P. | Total Price  | U.P. | Total Price  | U.P.  | Total Price  |
| <b>Base Bid</b>                               |                                                        |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
| <b>Bid Breakdowns:</b>                        |                                                        |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Power Distribution                                     |             |                                      |               | 3,771,169                          |      | \$ 2,509,000            |      | \$ 2,945,000 |      | \$ 2,300,700 |       |              |
|                                               | Lighting System & Controls                             |             |                                      |               | \$1,799,352                        |      | \$ 1,680,000            |      | \$ 2,600,000 |      | \$ 2,500,000 |       |              |
|                                               | Fire Alarm Installation                                |             |                                      |               | \$348,623                          |      | \$ 280,000              |      | \$ 380,000   |      | \$ 400,000   |       |              |
|                                               | Telecommunications                                     |             |                                      |               | \$975,454                          |      | \$ 1,100,000            |      | \$ 1,450,000 |      | \$ 1,500,000 |       |              |
|                                               | Audio Visual                                           |             |                                      |               |                                    |      | \$ 460,000              |      | \$ 600,000   |      | \$ 650,000   |       |              |
|                                               | Theatrical Lighting (Budget includes Sound)            |             |                                      |               | \$375,000                          |      | \$ 235,000              |      | \$ 30,000    |      | \$ 300,000   |       |              |
|                                               | Security/Access Controls                               |             |                                      |               | \$488,156                          |      | \$ 470,000              |      | \$ 520,000   |      | \$ 800,000   |       |              |
|                                               | Temp Power & Lights                                    |             |                                      |               |                                    |      | \$ 60,000               |      | \$ 83,000    |      | \$ 100,000   |       |              |
|                                               | Progress Cleanup                                       |             |                                      |               |                                    |      | \$ -                    |      | \$ 15,000    |      | \$ 2,500     |       |              |
|                                               | Firestopping                                           |             |                                      |               |                                    |      | \$ 10,000               |      | \$ 20,000    |      | \$ 26,000    |       |              |
|                                               | Power for Temp Heat                                    |             |                                      |               |                                    |      | \$ 10,000               |      | \$ 10,000    |      | \$ 10,000    |       |              |
|                                               | Project Management                                     |             |                                      |               |                                    |      | \$ -                    |      | \$ 60,000    |      | \$ 384,000   |       |              |
|                                               | Bond                                                   |             |                                      |               |                                    |      | \$ 45,000               |      | \$ 75,000    |      | \$ 46,800    |       |              |
|                                               | Primary Ductbank By Others                             |             |                                      |               |                                    |      | \$ 90,000               |      | \$ 90,000    |      | \$ 90,000    |       |              |
|                                               | Misc Unassigned scope                                  |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Power                                                  |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Lighting                                               |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Lighting Controls                                      |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Sight Lighting                                         |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Switchgear                                             |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Transformers                                           |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Access Control                                         |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Install Generators                                     |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Install ATS                                            |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Wiring equipment not shown                             |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Grounding                                              |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Electrified hardware wiring                            |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | lightning protection                                   |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | LED lights in site handrail                            |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Fire alarm system installation                         |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Telcom                                                 |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | CCTV                                                   |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Security                                               |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Theater Lighting                                       |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Sound/intercom                                         |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | coord terms with site electrician                      |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Commissioning assistance                               |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | start-up services                                      |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | owner training                                         |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | extra stock                                            |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | Man Hours                                              |             |                                      |               |                                    |      | 37,000                  |      | \$ 45,000    |      | \$ 45,000    |       |              |
| <b>PC DD Estimate</b>                         |                                                        |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | <b>Site Electrical</b>                                 |             |                                      |               | 498,365                            |      |                         |      |              |      |              |       |              |
|                                               | Generators & Accessories                               |             |                                      |               | \$366,391.00                       |      |                         |      |              |      |              |       |              |
|                                               | Switchgear                                             |             |                                      |               | \$845,290.00                       |      |                         |      |              |      |              |       |              |
|                                               | Power Distribution                                     |             |                                      |               | \$835,733.00                       |      |                         |      |              |      |              |       |              |
|                                               | Branch Distribution                                    |             |                                      |               | \$1,125,390.00                     |      |                         |      |              |      |              |       |              |
|                                               | Lighting                                               |             |                                      |               | \$2,174,352.00                     |      |                         |      |              |      |              |       |              |
|                                               | Communications                                         |             |                                      |               | \$975,454.00                       |      |                         |      |              |      |              |       |              |
|                                               | Security                                               |             |                                      |               | \$488,156.00                       |      |                         |      |              |      |              |       |              |
|                                               | <b>Fire Alarm</b>                                      |             |                                      |               | \$348,623.00                       |      |                         |      |              |      |              |       |              |
|                                               | Misc                                                   |             |                                      |               | \$100,000.00                       |      |                         |      |              |      |              |       |              |
|                                               | <b>LEED Certification</b>                              |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | <b>MBE/WBE/DBE</b>                                     |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | <b>SUBTOTAL</b>                                        |             |                                      |               | 7,757,754                          | Y    | 6,949,000               | Y    | 8,878,000    | Y    | 9,110,000    |       |              |
|                                               | <b>Sales Tax (If Applicable) &gt; Sub/ Vendor Bond</b> |             | N                                    |               |                                    |      |                         |      |              |      |              |       |              |
|                                               | <b>TOTAL</b>                                           |             |                                      |               | \$ 7,757,754                       |      | \$ 6,949,000            |      | \$ 8,878,000 |      | \$ 9,110,000 |       | \$ 6,949,000 |
| <b>Notes:</b>                                 |                                                        |             |                                      |               |                                    |      |                         |      |              |      |              |       |              |

**Bid Form**

**Bid Package No. 26.1**

**Electrical, Telecommunications and Security Systems**

**Project:** Dover High School and Career Technical Center  
**Bid Date:** September 15, 2016  
**Bid Time:** 02:00 PM

**To:** Scott Blair  
PC Construction Company  
25 Alumni Drive  
Dover, NH 03820

**BIDDER:** Wayne J. Griffin Electric, Inc.  
(Company Name)

**ADDENDA**

Bidder acknowledges receipt of Addenda # A, # B, #     , #     , #     , #     

**BASE BID**

Six million eight hundred fifty-nine thousand----- DOLLARS, \$ 6,859,000.00  
(In Words)

**EMR**

Current EMR rating .66

**BREAKOUT PRICING**

|                        |                                       |
|------------------------|---------------------------------------|
| \$ <u>2,509,000</u>    | Power Distribution                    |
| \$ <u>1,680,000</u>    | Lighting & Lighting Controls          |
| \$ <u>280,000</u>      | Fire Alarm System                     |
| \$ <u>1,100,000</u>    | Telecommunications Systems            |
| \$ <u>460,000</u>      | Audiovisual Systems                   |
| \$ <u>235,000</u>      | Theatrical Lighting and Controls      |
| \$ <u>470,000</u>      | Security/Access Control System        |
| \$ <u>60,000</u>       | Temporary Power and Lighting          |
| \$ <u>          </u>   | Progress Clean-up                     |
| \$ <u>10,000</u>       | Firestopping                          |
| \$ <u>10,000</u>       | Power for Temporary Heat              |
| \$ <u>          </u>   | Project Management                    |
| \$ <u>45,000</u>       | Cost of Bond (included in Base Bid)   |
| \$ <u>6,859,000.00</u> | <b>TOTAL</b> (Same as Base Bid above) |

**TOTAL MANHOURS**

Total man-hours figured in the base project # 37,000

Proposed crew hours and equipment:

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List all jobs working on concurrently to the work schedule for this scope:

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**MINORITY/WOMEN BUSINESS ENTERPRISE**

Is this bidder a qualified MWBE? YES/NO NO

Are any subcontractors affiliated with this bidder a qualified MWBE? YES/NO \_\_\_\_\_

If yes to either of the questions above; please provide accredited documentation upon award.

**VALUE ENGINEERING** List below any value engineering proposals you may.

| Description                                                    | \$ Amount                      |
|----------------------------------------------------------------|--------------------------------|
| 1. <u>Change feeders #1 and larger from copper to aluminum</u> |                                |
|                                                                | DEDUCT <u>&lt;\$40,000&gt;</u> |
| 2. _____                                                       |                                |
| 3. _____                                                       |                                |

**EXCEPTIONS, IF ANY** List any clarifications or exceptions to the scope of work, terms and conditions, or other requirements under the Bid Package. Be specific and indicate items such as specific spec section and paragraph, attachment form number, name and paragraph, etc.

Furnishing and installation of the stage curtains, hoists, or pipe grid for the theatrical lighting is excluded.

Furnishing and installation of the manholes as shown on the site electrical drawing shall be by others.

Primary PVC conduits and the telecommunications duct bank as shown on the electrical site drawing shall be by others.

#### ADDITIONAL INFORMATION

Names of any second-tier subcontractors or major suppliers Bidder intends to use:

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Names of key personnel including projects of a similar size and nature performed by each person

#### PROJECT MANAGER

Micah Blum

| Project                                     | Location           |
|---------------------------------------------|--------------------|
| <u>Methuen High School</u>                  | <u>Methuen, MA</u> |
| <u>Dartmouth College Visual Arts Center</u> | <u>Hanover, NH</u> |
| <u>Nashua High School</u>                   | <u>Nashua, NH</u>  |

#### ONSITE SUPERVISOR

Keith Piechocki

| Project                                                                       | Location              |
|-------------------------------------------------------------------------------|-----------------------|
| <u>Peabody Essex Museum Phase II</u>                                          | <u>Salem, MA</u>      |
| <u>Salem State College Residence Hall</u>                                     | <u>Salem, MA</u>      |
| <u>Architecturally Secure Facility for Juveniles</u><br><u>Manchester, NH</u> | <u>Manchester, NH</u> |

#### AWARD

The Bidder acknowledges and understands that PC Construction Company reserves the right to reject any or all Bids, to waive any informality in any Bid, and generally take such action as shall be in the Owner's and PC Construction Company's best interest.

#### INSURANCE REQUIREMENTS

Bidder has verified with insurance carrier that they can meet all PC requirements as called out on the attached sample certificate of insurance.

#### PAYMENT AND PRICING TERMS

Bidder acknowledges that subcontract, if awarded, will be subject to the following payment and pricing terms.

- A payment and performance bond is a requirement for all subcontractors whose contract value is in excess of \$100,000. For bid responses greater than \$100,000, the cost for the payment and performance bond must be identified separately as shown on the bid response form and also included in the total bid amount. For bid responses with an amount less than \$100,000, an add-alternate cost for a bond must be provided. PC reserves the right to require a bond on any subcontractor, regardless of contract amount.
- Subcontractor to submit schedule of values to be approved by the Project Manager prior to the first payment.
- Payment will be made in accordance with Article 9 of the P220 Subcontract Terms and Conditions, with 5% retainage.
- To receive payment for the month's work, subcontractor must submit a requisition and a properly executed Waiver of Lien and Release of Claim (Form P-235) on or before the 25th of each month for work completed through the last

URB

day of the month. Payments will be forwarded to subcontractors by the last business day of each month.

e. This project is tax exempt. State and Local Taxes are not to be included.

**f. HOURLY RATE PRICING.**

For the purpose of evaluating or determining the cost of any additional work list hourly rates. Rates should include all costs including benefits, insurances, OH&P, etc. Rates shall be in effect for the duration of the project. Hourly Rates may be used in determining award of this subcontract.

| Position   | Hourly Rate | Premium Rate* | Overtime Rate** | Deduct Rate |
|------------|-------------|---------------|-----------------|-------------|
| Foreman    | \$98.15     | \$35.00       | \$133.15        | \$85.35     |
| Journeyman | \$77.95     | \$28.20       | \$106.15        | \$67.80     |
|            |             |               |                 |             |
|            |             |               |                 |             |
|            |             |               |                 |             |
|            |             |               |                 |             |

\*Premium Rate is off hours, not overtime

\*\* Overtime Rate should reflect time and one half on the base hourly rate. Overtime Rate does not apply until 40 hours are worked, on this project, in a given week.

Deduct Rate shall be used for any reductions in scope made throughout the course of the project.

Mark up on change orders will be as follows. These markups also apply to any vendors and second tier subcontractors used on the project.

MATERIAL - Invoice cost plus 10% overhead and profit.

EQUIPMENT - Rental invoice cost plus 10% overhead and profit, or if owned equipment Bluebook rate without any additional mark up.

SECOND TIER SUBCONTRACTOR - Second tier subcontractor cost plus 5% overhead and profit.

**g. UNIT PRICING.**

For the purpose of evaluating or determining the cost of any additional work list unit prices for each item below. Unit prices are the installed price, unless noted otherwise, and should include all costs including overhead and profit.

\$ 367 Tel/Data Outlet (box, face plate, 20' 1" conduit, 100' CAT 6 Cable, terminations)

\$ 191 Speaker Strobe (box, speaker strobe, 20' 3/4" conduit, 20' cable, terminations, programming, testing)

\$ 186 Pull Station (box, pull station, 20' 3/4" conduit, 20' cable, terminations, programming, testing)

**ATTACHMENTS INCORPORATED HEREIN BY REFERENCE**

Bidder to initial next to each attachment representing that he has thoroughly examined each Attachment, that the amounts on the Bid Form reflect any and all costs associated with complying with terms, conditions and other requirements of the Attachments, and further represents that the bidder can and will enter into a subcontract, if awarded, that is subject to the same.

Initial

 Jobsite Orientations  
 Sample Insurance Certificate  
 AIA Sample Form  
 E018b.Policy Regarding Discrimination and Harassment and Equal Employment Opportunity - Bilingual  
 P220.Subcontract Terms and Conditions  
 P220A.Subcontractor Safety Agreement  
 P235.Waiver of Lien and Release of Claim  
 P350.Subcontract Performance Bond



03 P355.Subcontract Labor and Material Payment Bond  
03 SF060.Subcontractor Safety and Health Questionnaire  
03 Bid Schedule 081816  
03 081216 Construction Drawings Volumes 1 thru 4  
03 081216 Construction Specifications Volumes 1 & 2  
03 MEP Spatial Coordination Plan  
03 Project Specific Requirements

The undersigned agrees that Bidder shall enter into a subcontract, if awarded, in accordance with this Bid Package and subject to the terms, conditions, and other requirements of the Attachments hereto and of the Contract Documents, and shall do so within five days of receipt of said subcontract.

Company Name: Wayne J. Griffin Electric, Inc.

By: David R. Benoit

Title: David R. Benoit, Director of Operations

Date: 9-8-16

## CONTRACT MODIFICATIONS

TFH  
TFH

TS  
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Incorporate the following into the provisions of the subcontract:

### Terms and Conditions:

Article 3D: Add sentence "Schedule to be mutually agreed upon to the extent schedule completion milestones substantially deviate from the phased completion milestones contained in the contract documents and necessitated as a result of the circumstance of delay and/or acceleration not attributable to this subcontractor."

Article 3E: Delete 3E and replace with – "(E) Subcontractor shall revise and/or update its schedule once a month or, if required by PC, more frequently as PC reasonably requires."

Article 5C: Delete 5C and replace with (C) Parties shall be bound to each other by the terms of the General Contract to the extent that the General Contract is applicable to the Subcontract and to adopt toward each other all of the obligations, responsibilities, rights and remedies that PC by the General Contract has with the Owner to the extent applicable to the Subcontract.

Article 8B Delete 8B and replace with (B) To the extent that Subcontractor fails to make any such payments, Subcontractor shall defend, indemnify and hold PC, PC's surety, and the Owner harmless from any cost, expenses, or damages relating to any claim or lien by any individual or entity Subcontractor retained directly or indirectly for the supply of labor, materials or services used in the performance of Subcontractor's obligations for the Project or to whom Subcontractor is indebted.

Article 8D: Delete second sentence and replace with: Any such payments made by PC shall be deducted from sums otherwise due Subcontractor provided the actual or threatened claim or lien is not the result of PC's failure to pay Subcontractor.

Article 9: Delete and replace with:

ARTICLE 9. Payment to Subcontractor. (A) For acceptable performance of the Subcontract, PC shall pay subcontractor the amount stated in the Subcontract, subject to additions and/or deductions for changes in the work as may be agreed upon in writing (the "Subcontract Price" or "Compensation To be Paid Subcontractor"); premiums for any bonds required under Article

16(B) and all federal, state, and local taxes are included in the Subcontract Price. (B) The Subcontract Price is fixed and shall not be increased or decreased on account of any changes in costs of materials or labor or existing or new taxes. (C) PC shall not any payments prior to its receipt of: (1) a Subcontract approved by PC and properly executed by Subcontractor; (2) properly executed bonds, if required under Article 16; and (3) properly completed insurance certificates. PC's offer reflected in the Subcontract prepared by PC may be withdrawn upon written notice and reasonable opportunity to cure from PC at any time before PC receives all such documents. (D) Subcontractor shall submit requests for payment in the form and manner required by PC. (E) Unless PC otherwise agrees in writing, any time and materials ("T&M") charges by Subcontractor shall be payable only if: (1) approved in advance by PC; and (2) adequately supported by timesheets signed on a daily basis that describe what work was performed, daily reports, and delivery tickets. (F) Payments shall be made monthly for the proportion of the Subcontract Price properly allocable to the work put in place through the last day of the preceding month, as determined by the Owner (less the percent retained and less the aggregate of previous payments) within five business days after PC is paid by the Owner, provided that Subcontractor is complying with all Subcontract requirements. Subcontractor shall be paid whatever PC is paid by the Owner less retainage and backcharges that month for the particular division of work (or portion thereof) being done by Subcontractor. If PC is not paid by the Owner in accordance with the terms of the General Contract solely because of PC's failure to perform some condition of the General Contract, which failure is not in any respect attributable to Subcontractor, PC shall pay Subcontractor within five business days of the date that payment would have otherwise been received from the Owner. (G) Any retainage due to Subcontractors shall be paid to Subcontractor within sixty calendar days after approval of Subcontractor's work by the Owner, Architect, Engineer, and PC or within five business days after PC is paid all of its retainage by the Owner, whichever period is longer, provided that Subcontractor is complying with all Subcontract requirements. (H) PC may withhold with written notice or reasonable opportunity to cure such payments from Subcontractor as it may deem necessary to guarantee the satisfactory performance of or compliance with any provision of the Subcontract. PC may withhold amounts otherwise due under this Subcontract or any other liability PC has incurred or may incur for which Subcontractor may be responsible under this Subcontract or any other agreement between PC and Subcontractor or under applicable law. (I) No progress payment shall be conclusive, and all payments under the Subcontract shall be subject to adjustment or correction in the final payment. No payment shall be construed to be an acceptance of any work nor shall any payment prejudice any right of PC under the Subcontract or under law. (J) PC may audit Subcontractor's books and records: (1) for any Subcontractor work (including changes) that is performed on a time and materials, cost-plus, or cost-reimbursable basis; or (2) if such audit is required by the Owner. (K) The acceptance of final payment by Subcontractor shall constitute a waiver of any claim by Subcontractor against PC, its surety, the Owner, and the Architect and Engineer.

ARTICLE 11. Delete and replace with: Indemnification. (A) Subcontractor shall defend, indemnify and hold PC, its employees, agents, and surety, the Owner, and the Architect and Engineer harmless from and against any and all claims, liability, and costs of any kind allegedly relating to personal injury or death (including injury to or death of Subcontractor's employees) or property damage other than the work itself) caused in whole or in part by any negligent act or omission of subcontractor, its officers, agents, servants, employees, vendors, sub-subcontractors,

or persons who are at or near the site with Subcontractor's express or implied consent.

(B) Without limiting the provisions of Article 11(A), if Subcontractor or its officers, agents, servants, employees, vendors, or sub-subcontractors use scaffolding, equipment, tools, or similar items (collectively, "Equipment") owned by or in the custody of PC, Subcontractor shall defend, indemnify, and hold PC, its employees, agents, and surety harmless against any and all claims, liability, and costs of any kind to the extent caused by Subcontractor that may arise from such use. (C) Subcontractor waives any right to claim indemnity and/or contribution from PC, PC's surety, the Owner, the Architect and the Engineer for claims, liability, or costs incurred by Subcontractor relating to personal injury or death (including injury to or death of Subcontractor's employees and PC's employees) or property damage (other than the work itself). Subcontractor shall assume sole and exclusive liability for claims made against it and shall hold PC harmless therefrom.

Article 19: In the first line, after "Termination" add "with written notice and an opportunity to cure."

Article 20: In the 11<sup>th</sup> line after "Owner" add "or other subcontractors as may be applicable."

Article 24: In 10<sup>th</sup> line after "may proceed" add "with ~~24~~ hours' notice and an opportunity to cure."

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**Bid Form**

**Bid Package No. 26.1**  
**Electrical, Telecommunications and Security Systems**

**Project:** Dover High School and Career Technical Center  
**Bid Date:** September 15, 2016  
**Bid Time:** 02: 00 PM

**To:** Scott Blair  
PC Construction Company  
25 Alumni Drive  
Dover, NH 03820

**BIDDER:** Reilly Electrical Contractors, Inc. - RELCO  
(Company Name)

**ADDENDA**

Bidder acknowledges receipt of Addenda # A , # B , #        , #        , #        , #       

**BASE BID**

Eight million seven hundred eighty eight thousand DOLLARS, \$ 8,788,000.00  
(In Words)

**EMR**

Current EMR rating .87

**BREAKOUT PRICING**

|                        |                                       |
|------------------------|---------------------------------------|
| \$ <u>2,945,000.00</u> | Power Distribution                    |
| \$ <u>2,600,000.00</u> | Lighting & Lighting Controls          |
| \$ <u>380,000.00</u>   | Fire Alarm System                     |
| \$ <u>1,450,000.00</u> | Telecommunications Systems            |
| \$ <u>600,000.00</u>   | Audiovisual Systems                   |
| \$ <u>30,000.00</u>    | Theatrical Lighting and Controls      |
| \$ <u>520,000.00</u>   | Security/Access Control System        |
| \$ <u>83,000.00</u>    | Temporary Power and Lighting          |
| \$ <u>15,000.00</u>    | Progress Clean-up                     |
| \$ <u>20,000.00</u>    | Firestopping                          |
| \$ <u>10,000</u>       | Power for Temporary Heat              |
| \$ <u>60,000.00</u>    | Project Management                    |
| \$ <u>75,000.00</u>    | Cost of Bond (included in Base Bid)   |
| \$ <u>8,788,000.00</u> | <b>TOTAL</b> (Same as Base Bid above) |

*BA*

**TOTAL MANHOURS**Total man-hours figured in the base project # 45,000

Proposed crew hours and equipment:

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List all jobs working on concurrently to the work schedule for this scope:

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**MINORITY/WOMEN BUSINESS ENTERPRISE**Is this bidder a qualified MWBE? **YES/NO** NoAre any subcontractors affiliated with this bidder a qualified MWBE? **YES/NO** No

If yes to either of the questions above; please provide accredited documentation upon award.

**VALUE ENGINEERING** List below any value engineering proposals you may.

| Description | \$ Amount |
|-------------|-----------|
| 1. <hr/>    | <hr/>     |
| 2. <hr/>    | <hr/>     |
| 3. <hr/>    | <hr/>     |

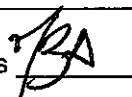
**EXCEPTIONS, IF ANY** List any clarifications or exceptions to the scope of work, terms and conditions, or other requirements under the Bid Package. Be specific and indicate items such as specific spec section and paragraph, attachment form number, name and paragraph, etc.

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Reference attached proposal.

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**ADDITIONAL INFORMATION**

Names of any second-tier subcontractors or major suppliers Bidder intends to use:

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Names of key personnel including projects of a similar size and nature performed by each person  
**PROJECT MANAGER**

| Project | Location |
|---------|----------|
| <hr/>   | <hr/>    |
| <hr/>   | <hr/>    |
| <hr/>   | <hr/>    |

**ONSITE SUPERVISOR**

| Project | Location |
|---------|----------|
| <hr/>   | <hr/>    |
| <hr/>   | <hr/>    |
| <hr/>   | <hr/>    |

**AWARD**

The Bidder acknowledges and understands that PC Construction Company reserves the right to reject any or all Bids, to waive any informality in any Bid, and generally take such action as shall be in the Owner's and PC Construction Company's best interest.

**INSURANCE REQUIREMENTS**

Bidder has verified with insurance carrier that they can meet all PC requirements as called out on the attached sample certificate of insurance.

**PAYMENT AND PRICING TERMS**

Bidder acknowledges that subcontract, if awarded, will be subject to the following payment and pricing terms.

- A payment and performance bond is a requirement for all subcontractors whose contract value is in excess of \$100,000. For bid responses greater than \$100,000, the cost for the payment and performance bond must be identified separately as shown on the bid response form and also included in the total bid amount. For bid responses with an amount less than \$100,000, an add-alternate cost for a bond must be provided. PC reserves the right to require a bond on any subcontractor, regardless of contract amount.
- Subcontractor to submit schedule of values to be approved by the Project Manager prior to the first payment.
- Payment will be made in accordance with Article 9 of the P220 Subcontract Terms and Conditions, with 5% retainage.
- To receive payment for the month's work, subcontractor must submit a requisition and a properly executed Waiver of Lien and Release of Claim (Form P-235) on or before the 25th of each month for work completed through the last

day of the month. Payments will be forwarded to subcontractors by the last business day of each month.

e. This project is tax exempt. State and Local Taxes are not to be included.

**f. HOURLY RATE PRICING.**

For the purpose of evaluating or determining the cost of any additional work list hourly rates. Rates should include all costs including benefits, insurances, OH&P, etc. Rates shall be in effect for the duration of the project. Hourly Rates may be used in determining award of this subcontract.

| Position        | Hourly Rate | Premium Rate* | Overtime Rate** | Deduct Rate |
|-----------------|-------------|---------------|-----------------|-------------|
| Project Manager | \$110.00    | \$165.00      | \$220.00        |             |
| Foreman         | \$75.00     | \$112.50      | \$150.00        |             |
| Journeyman      | \$68.00     | \$102.00      | \$136.00        |             |
| Apprentice      | \$58.00     | \$87.00       | \$116.00        |             |
| CADD Operator   | \$75.00     | \$112.50      | \$150.00        |             |

\*Premium Rate is off hours, not overtime

\*\* Overtime Rate should reflect time and one half on the base hourly rate. Overtime Rate does not apply until 40 hours are worked, on this project, in a given week.

Deduct Rate shall be used for any reductions in scope made throughout the course of the project.

Mark up on change orders will be as follows. These markups also apply to any vendors and second tier subcontractors used on the project.

**MATERIAL** - Invoice cost plus 10% overhead and profit.

**EQUIPMENT** - Rental invoice cost plus 10% overhead and profit, or if owned equipment Bluebook rate without any additional mark up.

**SECOND TIER SUBCONTRACTOR** - Second tier subcontractor cost plus 5% overhead and profit.

**g. UNIT PRICING.**

For the purpose of evaluating or determining the cost of any additional work list unit prices for each item below. Unit prices are the installed price, unless noted otherwise, and should include all costs including overhead and profit.

\$\_\_\_\_\_ Tel/Data Outlet (box, face plate, 20' 1" conduit, 100' CAT 6 Cable, terminations)

\$\_\_\_\_\_ Speaker Strobe (box, speaker strobe, 20' 3/4" conduit, 20' cable, terminations, programming, testing)

\$\_\_\_\_\_ Pull Station (box, pull station, 20' 3/4" conduit, 20' cable, terminations, programming, testing)

**ATTACHMENTS INCORPORATED HEREIN BY REFERENCE**

Bidder to initial next to each attachment representing that he has thoroughly examined each Attachment, that the amounts on the Bid Form reflect any and all costs associated with complying with terms, conditions and other requirements of the Attachments, and further represents that the bidder can and will enter into a subcontract, if awarded, that is subject to the same.

Initial

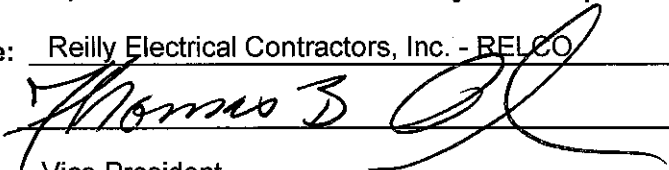
|                                                                                    |                                                                                                   |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
|  | Jobsite Orientations                                                                              |
|  | Sample Insurance Certificate                                                                      |
|  | AIA Sample Form                                                                                   |
|  | E018b.Policy Regarding Discrimination and Harassment and Equal Employment Opportunity - Bilingual |
|  | P220.Subcontract Terms and Conditions                                                             |
|  | P220A.Subcontractor Safety Agreement                                                              |
|  | P235.Waiver of Lien and Release of Claim                                                          |
|  | P350.Subcontract Performance Bond                                                                 |



TBA  
TBA  
TBA  
TBA  
TBA  
TBA  
TBA  
P355.Subcontract Labor and Material Payment Bond  
SF060.Subcontractor Safety and Health Questionnaire  
Bid Schedule 081816  
081216 Construction Drawings Volumes 1 thru 4  
081216 Construction Specifications Volumes 1 & 2  
MEP Spatial Coordination Plan  
Project Specific Requirements

The undersigned agrees that Bidder shall enter into a subcontract, if awarded, in accordance with this Bid Package and subject to the terms, conditions, and other requirements of the Attachments hereto and of the Contract Documents, and shall do so within five days of receipt of said subcontract.

Company Name: Reilly Electrical Contractors, Inc. - RELCO

By: 

Title: Vice President

Date: September 15, 2016

# **Bid Package No. 26.1** **Electrical, Telecommunications and Security Systems**

**Project:** Dover High School and Career Technical Center  
**Bid Date:** September 15, 2016  
**Bid Time:** 02: 00 PM

**To:** Scott Blair  
 PC Construction Company  
 25 Alumni Drive  
 Dover, NH 03820

**BIDDER:** E.S. Boulos Company  
 (Company Name)

**ADDENDA**

Bidder acknowledges receipt of Addenda # A , # B , # \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_

**BASE BID**

Nine Million Twenty Thousand DOLLARS, \$ 9,020,000.00  
 (In Words)

**EMR**

Current EMR rating 0.62

**BREAKOUT PRICING**

|                        |                                       |
|------------------------|---------------------------------------|
| \$ <u>2,300,700</u>    | Power Distribution                    |
| \$ <u>2,500,000</u>    | Lighting & Lighting Controls          |
| \$ <u>400,000</u>      | Fire Alarm System                     |
| \$ <u>1,500,000</u>    | Telecommunications Systems            |
| \$ <u>650,000</u>      | Audiovisual Systems                   |
| \$ <u>300,000</u>      | Theatrical Lighting and Controls      |
| \$ <u>800,000</u>      | Security/Access Control System        |
| \$ <u>100,000</u>      | Temporary Power and Lighting          |
| \$ <u>2,500</u>        | Progress Clean-up                     |
| \$ <u>26,000</u>       | Firestopping                          |
| \$ <u>10,000</u>       | Power for Temporary Heat              |
| \$ <u>384,000</u>      | Project Management                    |
| \$ <u>46,800</u>       | Cost of Bond (included in Base Bid)   |
| \$ <u>9,020,000.00</u> | <b>TOTAL</b> (Same as Base Bid above) |

**TOTAL MANHOURS**Total man-hours figured in the base project # 45,000

Proposed crew hours and equipment:

Manlifts

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List all jobs working on concurrently to the work schedule for this scope:

Lonza - complete Spring 2017PNSY - various projects, ongoing

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**MINORITY/WOMEN BUSINESS ENTERPRISE**Is this bidder a qualified MWBE? **YES/NO** NOAre any subcontractors affiliated with this bidder a qualified MWBE? **YES/NO** NO

If yes to either of the questions above; please provide accredited documentation upon award.

**VALUE ENGINEERING** List below any value engineering proposals you may.

| Description                                                                                                                                                                   | \$ Amount               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1. <u>Patch cords. Bid includes 2 patch cords for each v/d jack (valued at \$66,000) but we doubt that every patch cord will be utilized. Consider reducing qty required.</u> | <u>-\$35,000-50,000</u> |
| 2. <u>Eliminate the use of MI cable as 2HR rated emergency feeders if not required.</u>                                                                                       | <u>TBD</u>              |
| 3. <u>Consider Aluminum Feeders in lieu of Copper</u>                                                                                                                         | <u>TBD</u>              |

**EXCEPTIONS, IF ANY** List any clarifications or exceptions to the scope of work, terms and conditions, or other requirements under the Bid Package. Be specific and indicate items such as specific spec section and paragraph, attachment form number, name and paragraph, etc.See Attached

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**ADDITIONAL INFORMATION**

Names of any second-tier subcontractors or major suppliers Bidder intends to use:

Pro AV Systems

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Names of key personnel including projects of a similar size and nature performed by each person

**PROJECT MANAGER**

Bob Goulet

Project

Location

Idexx

Westbrook, ME

UNH Holloway Commons

Dover, NH

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**ONSITE SUPERVISOR**

Pat Kennedy

Project

Location

Lonza

Newington, NH

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**AWARD**

The Bidder acknowledges and understands that PC Construction Company reserves the right to reject any or all Bids, to waive any informality in any Bid, and generally take such action as shall be in the Owner's and PC Construction Company's best interest.

**INSURANCE REQUIREMENTS**

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| Position               | Hourly Rate  | Premium Rate* | Overtime Rate** | Deduct Rate  |
|------------------------|--------------|---------------|-----------------|--------------|
| <u>General Foreman</u> | <u>71.74</u> | <u>91.05</u>  | <u>91.05</u>    | <u>62.78</u> |
| _____                  | _____        | _____         | _____           | _____        |
| <u>Journeyman</u>      | <u>62.57</u> | <u>79.49</u>  | <u>79.49</u>    | <u>49.32</u> |
| _____                  | _____        | _____         | _____           | _____        |
| _____                  | _____        | _____         | _____           | _____        |
| _____                  | _____        | _____         | _____           | _____        |

\*Premium Rate is off hours, not overtime

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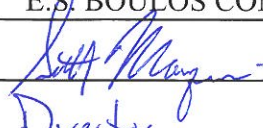
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Initial

|          |                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------|
| <u>X</u> | Jobsite Orientations                                                                              |
| <u>X</u> | Sample Insurance Certificate                                                                      |
| <u>X</u> | AIA Sample Form                                                                                   |
| <u>X</u> | E018b.Policy Regarding Discrimination and Harassment and Equal Employment Opportunity - Bilingual |
| <u>X</u> | P220.Subcontract Terms and Conditions                                                             |
| <u>X</u> | P220A.Subcontractor Safety Agreement                                                              |
| <u>X</u> | P235.Waiver of Lien and Release of Claim                                                          |
| <u>X</u> | P350.Subcontract Performance Bond                                                                 |

X P355.Subcontract Labor and Material Payment Bond  
X SF060.Subcontractor Safety and Health Questionnaire  
X Bid Schedule 081816  
X 081216 Construction Drawings Volumes 1 thru 4  
X 081216 Construction Specifications Volumes 1 & 2  
X MEP Spatial Coordination Plan  
X Project Specific Requirements

The undersigned agrees that Bidder shall enter into a subcontract, if awarded, in accordance with this Bid Package and subject to the terms, conditions, and other requirements of the Attachments hereto and of the Contract Documents, and shall do so within five days of receipt of said subcontract.

Company Name: E.S. BOULOS COMPANY  
By:   
Title: Director  
Date: 9/15/16