



PREQUALIFICATION CLARIFICATION #1

December 4, 2018

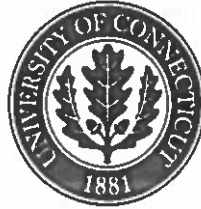
DUE DATE: December 20, 2018
TIME: 2:00 p.m.
PROJECT: On-Call Trade General Contractor Program \$100K - \$500K
Project Number: OC.GC2018
LOCATION: University of Connecticut
Capital Projects & Contract Administration
3 Discovery Drive
Storrs, CT 06269
Attn: Walt Dalia

Please note the following information must be incorporated into your proposal for the On-Call Trade General Contractor Program \$100K - \$500K, Project OC.GC2018:

- 1) Attached is the draft of the Master Agreement with AIA Documents used in this program.

End of Prequalification Clarification #1

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT



MASTER AGREEMENT
FOR ON-CALL TRADE CONTRACTOR SERVICES

FOR PROJECTS ESTIMATED FROM \$100,000 TO \$500,000

FOR THE FOLLOWING TRADE: _____

CONTRACT NO. _____

This Master Agreement (hereinafter the "Master Agreement") is by and between _____ hereinafter (the "Contractor") and the UNIVERSITY OF CONNECTICUT (the "University") acting herein by its Executive Vice President for Administration and Chief Financial Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive of the Connecticut General Statutes, as revised.

WHEREAS, the University has established an On-Call Trade Labor Program (the "Program"), under which certain pre-qualified trade contractors (each, a "Program Participant") are eligible to provide the University with trade labor services on an "as-needed" basis; and

WHEREAS, the University has pre-qualified the Contractor for participation in the Program subject to the terms and conditions of this Master Agreement; and

WHEREAS, upon the execution of this Master Agreement, the Contractor shall be deemed a Program Participant.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTRACTING FOR SERVICES.

1.1 THE PROGRAM. The University may issue, from time to time, to some or all of the Program Participants, an Invitation to Bid on a certain scope of work for a particular project (an "Invitation to Bid"). In each case, the Program Participant selected for the project will be required to enter into a contract describing the scope of the work for the project and other applicable terms and conditions which contract will be in the form attached to this Master Agreement as Exhibit A (the "Trade Contract").

1.2 INVITATION TO BID.

1.2.1 Issuance of an Invitation to Bid. If the Contractor receives an Invitation to Bid under this Master Agreement (an "ITB"), the Contractor shall, using the University's standard Bid Form or such other form as may be specified by the University in the ITB (the "Bid Form"), complete and submit to

the University for its consideration a bid for the performance of the work identified in the ITB, along with all such other information and documentation as called for in the ITB and the Bid Form (the completed Bid Form and such other information and documentation, collectively, the "Bid"). The Bid shall be in compliance with all of the terms and conditions of this Master Agreement and the ITB.

1.2.2 Bid Bonds. The Contractor shall submit a bid bond or certified check with each Bid in an amount of ten per cent of the bid price set forth in the Bid unless the bid price is less than \$50,000, in which case, no bid security shall be required. All bid bonds must be in the form required by the University and shall be otherwise satisfactory to the University. The surety issuing the bond must be properly licensed to issue bonds and transact business in the State of Connecticut and be included on the current U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570).

1.2.3 Execution of Trade Contract. If selected for a project in connection with an ITB, the Contractor shall execute and deliver to the University the Trade Contract, as modified and issued by the University for such project, all in accordance with the requirements of the ITB and this Master Agreement.

1.3 AFFIRMATIVE ACTION PLAN.

1.3.1 Generally. The Contractor shall notify the University in writing if at any time during the term of this Master Agreement, the Contractor employs fifty or more employees. In addition, the Contractor shall: (a) together with such notice, provide the University with evidence that the Contractor has submitted an affirmative action plan to the Connecticut Commission on Human Rights and Opportunities ("CHRO") to the extent required under Section 46a-68c of the Connecticut General Statutes and (b) immediately upon receipt inform the University in writing of CHRO's acceptance or rejection of such affirmative action plan.

1.3.2 Contracts Subject to 46a-68d. If the Contractor is selected for the award of a Trade Contract which is subject to the requirements of Section 46a-68d of the Connecticut General Statutes, the Contractor shall provide the University with evidence of compliance with such requirements as the University may request.

2. CONTRACT TERM.

2.1 TERM. The term of this Master Agreement shall commence on the date this Master Agreement is fully executed and continue for three years thereafter unless sooner terminated in accordance with the terms of this Master Agreement (the "Term"). No ITB's may be issued or Trade Contracts executed after the expiration of the Term provided however that, for any Trade Contracts that became effective prior to the expiration of the Term, such Trade Contracts shall remain in full force and effect and the terms of this Master Agreement shall continue to apply thereto.

2.2 OPTION TO EXTEND. The University will have the option to extend the Term of this Master Agreement for up to two additional one year periods, for a total maximum aggregate term of five (5) years. The University may exercise this option by written notice to the Contractor or, at the University's discretion, by written amendment to this Master Agreement to be executed by the University and the Contractor.

3. PERFORMANCE. The Contractor will perform the work under each Trade Contract awarded hereunder in accordance with this Master Agreement and all other Contract Documents (as defined in such Trade Contract) and in accordance with all generally accepted standards, practices and care, and the requirements of Connecticut law.

4. **INSURANCE AND BONDING REQUIREMENTS.** In regard to any Trade Contract awarded to the Contractor under this Master Agreement, the Contractor shall comply with the insurance and bonding requirements set forth herein and in such Trade Contract.

5. **TERMINATION.**

5.1 **TERMINATION BY THE UNIVERSITY.** The University may terminate this Master Agreement in whole or in part by written notice of termination to the Contractor whenever the University determines, in the University's sole discretion, that such termination is in the best interest of the University. Without limiting the foregoing, such termination may be for the University's convenience or as a result of the failure of the Contractor to fulfill its obligations under this Master Agreement or under any Trade Contract issued to the Contractor hereunder. The notice of termination will be sent in accordance with Section 11 of this Master Agreement. Termination of any Trade Contract issued to the Contractor hereunder shall be in accordance with the terms and conditions of such Trade Contract. Any default by the Contractor under a Trade Contract issued under this Master Agreement shall also constitute a default by the Contractor under this Master Agreement and any other Trade Contract issued to the Contractor hereunder.

5.2 **NO LIMITATION.** The rights and remedies of the University under this Section 5 are in addition to any other rights and remedies provided by law, under this Master Agreement and under any Trade Contract issued under this Master Agreement.

6. **SUCCESSORS AND ASSIGNS.** The Contractor will not assign, sublet, or transfer any rights under or interest in this Master Agreement or under any Trade Contract issued hereunder without the prior written consent of the University. No assignment will release or discharge the Contractor from any duty or responsibility under this Master Agreement or Trade Contract issued under this Agreement.

7. **INDEMNIFICATION.** The Contractor's indemnification and defense obligations as regards any Trade Contract awarded to the Contractor under this Master Agreement shall be set forth in such Trade Contract. Such indemnity and defense obligations shall survive termination or expiration of this Master Agreement and each Trade Contract.

8. **DISPUTE RESOLUTION.**

8.1 **MEDIATION.** In the event of any disputed claims between the parties under this Master Agreement, the parties agree to submit the disputes to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties are not successful in resolving the dispute through the mediation within thirty days of the submittal to mediation, then the parties may pursue such other legal remedies as are available to them under Connecticut law.

8.2 **UNRESOLVED UNIVERSITY CLAIM.** Should the University have a claim against the Contractor which has not been resolved by mediation, the parties agree that the University shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

8.3 **UNRESOLVED CONTRACTOR CLAIM.** Should the Contractor have a claim against the University which has not been resolved by mediation, the Contractor's rights to assert its claim against the University shall be as are set forth in Connecticut General Statutes §4-61, as applicable. If Connecticut General Statutes §4-61 is not applicable, the Contractor's sole and exclusive remedy for the

presentation of any claim against the University or the State of Connecticut arising from this Master Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Contractor agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

8.4 TRADE CONTRACTS. Disputed claims between the parties arising under a particular Trade Contract issued under this Master Agreement shall be governed by the applicable provisions of such Trade Contract. In the event and to the extent of any inconsistency between this Section 8 and the applicable provisions of such Trade Contract, the terms and conditions of the Trade Contract shall control.

9. STATE REQUIREMENTS. Exhibit B State Requirements is attached hereto and incorporated herein. The Contractor shall comply with all of the requirements set forth on Exhibit B to the extent applicable.

10. THIRD PARTIES. Nothing contained in this Master Agreement will be deemed to create a contractual relationship between any third party and the University or the Contractor, or be deemed to give any third party any claim or right of action against the University or the Contractor which does not otherwise exist without regard to this Master Agreement.

11. NOTICE.

11.1 POINT OF CONTACT. The Contractor will be required to identify a single point of contact for all electronic notifications from the University regarding this Master Agreement. Any change to the identified point of contact must be promptly provided in writing to the University.

11.2 METHOD OF NOTICE. All notices, demands or requests provided for or permitted to be given pursuant to this Master Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if sent by Federal Express or other reputable express carrier for next business day delivery (charges billed to or prepaid by shipper) or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University:* Director, Capital Project and Facilities Procurement
3 Discovery Drive, Unit 6076
Storrs, Connecticut 06269-6076.

If to the Contractor:* _____

Either party may change its point of contact by giving written notice in accordance with this Section 11.2 to the other party.

12. AMENDMENTS TO CONTRACT. Any changes to this Master Agreement may only be made by written Amendment executed by both parties, except for extensions of the Term that may be effected pursuant to Section 2.2 of this Master Agreement.

13. CONNECTICUT LAW. This Master Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

14. **INCORPORATION OF LAW.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then, upon the application of either party to this Master Agreement, an Amendment pursuant to Section 12 above will be entered into by the parties to insert such provision.

15. **SOVEREIGN IMMUNITY.** The parties acknowledge and agree that nothing in this Master Agreement or in any Trade Contract issued hereunder shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Master Agreement and/or a Trade Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

16. **ENTIRE AGREEMENT.** No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Master Agreement.

17. **COUNTERPARTS.** This Master Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies of this Master Agreement may be faxed or e-mailed with the same force and effect as if the originally executed Master Agreement had been delivered.

[signature page follows]

IN WITNESS WHEREOF, the University, acting herein by its Executive Vice President for Administration and Chief Financial Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive, of the Connecticut General Statutes, as revised, and the Contractor have executed this Master Agreement.

UNIVERSITY OF CONNECTICUT

By: _____
Print Name _____
Print Title _____

By: _____
Scott Jordan,
Its Executive Vice President & CFO
Statutory Authority
C.G.S. Section 10-109a to 10a-109y

Date Signed: _____

Date Signed: _____

EXHIBIT A
FORM OF TRADE CONTRACT

 **AIA[®] Document A101[™] – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA A101-2017 FOR ON-CALL TRADE (\$100,000-\$500,000)
Rev. 11-30-18

AGREEMENT made and effective as of the date that the Agreement is fully executed by the parties hereto.

(Paragraph deleted)

BETWEEN the Owner:

(Name, address and other information)

and the Contractor:

(Name, address and other information)

for the following Project:

(Name, location and description)

The Architect:

(Name, address and other information)

The Owner and Contractor agree as follows:

The Contractor is a participant in the University of Connecticut's Trade Labor Program. This Contract has been issued under that program pursuant to the terms and conditions of the Master Agreement for On-Call Trade Contractor Services executed by the Owner on _____ (the "Master Agreement").

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Ink.

EXHIBIT A

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Master Agreement, this Agreement, the AIA A201-2017 General Conditions, as modified by the Owner prior to the execution of this Agreement (as so modified, the "General Conditions"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work)

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Int.

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EXHIBIT A

[] Not later than () days from the date of commencement of the Work.

[] By the following date:

In addition to the foregoing, the Work shall be performed in general conformance with the preliminary construction schedule attached hereto as Exhibit D. Upon the Owner's approval of the construction schedule to be submitted by the Contractor pursuant to the requirements set forth in Section 3.10.1 of the General Conditions, such preliminary construction schedule shall be superseded and replaced by such approved construction schedule.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

(Paragraph deleted)

§ 4.2.1 The Contract Sum is based upon and includes the following alternates, if any, which are further described in the Contract Documents and are hereby accepted by the Owner.

All alternate prices set forth in this Section 4.2.1 and in Section 4.2.2 below are "All-Inclusive Prices". For the purposes of this Agreement an "All Inclusive Price" is a price for a portion of the Work which represents the total cost to the Owner for the Contractor's performance, furnishing and installation of such portion of the Work including, without limitation, overhead and profit thereon. Alternate prices are good for both adds and deducts.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices applicable to the Work, if any, are set forth below (the "Unit Prices"). Unit Prices shall be valid for the life of the Project and represent All-Inclusive Prices. Unit prices are good for both adds and deducts.

EXHIBIT A

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated Damages:

It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against the Contractor and its Surety in the event of delayed completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Therefore, the Contractor shall be liable to the Owner for payment of liquidated damages in the amount of _____ Dollars (\$ _____) for each day that Substantial Completion is delayed beyond the date set forth herein for the achievement of Substantial Completion, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the Contractor shall pay them to the Owner without limiting the Owner's right to terminate this Agreement as provided elsewhere herein.

If, pursuant to Section 3.3.2, the Contractor is required to achieve Substantial Completion of any portion of the Work prior to the date required for the Substantial Completion of the entirety of the Work, the Owner shall be entitled to assess the foregoing liquidated damages for the failure of the Contractor to complete such portion of the Work by the applicable Substantial Completion Date reflected in Section 3.3.2, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents.

The collection of liquidated damages by the Owner under this Section 4.5 shall be in addition to, and not in lieu of, the Owner's right to recover from the Contractor the Owner's increased costs to complete the Project arising from the Contractor's delay. Further, such liquidated damages shall in no way limit the Owner's other rights under this Agreement or the Owner's entitlement to damages for any other injury, damage or loss, other than for delay, for which the Contractor may be responsible.

§ 4.6

(Paragraphs deleted)

Not Used.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payments of amounts certified by the Architect and properly due to the Contractor under each Application for Payment within thirty (30) days after the Owner's and the Architect's receipt of such Application for Payment, provided it is properly submitted, correct and accepted by the Owner in accordance with the provisions of Article 9 of the General Conditions.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect and the Owner may require. This schedule unless objected to by the Architect or the Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work; and
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, and, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions;
- .5 Retainage withheld pursuant to Section 5.1.8; and
- .6 Any additional amounts required by law to be withheld by the Owner due to the Contractor's failure to comply with its obligations under Connecticut General Statutes Sections 4a-60, 4a-60(a) or Sections 46a-68c to 46a-68f, inclusive. Unless otherwise required by applicable law, the Owner shall withhold two percent (2%) of each progress payment (the "CHRO Holdback") until such time as the Connecticut Commission on Human Rights and Opportunities ("CHRO") notifies the Owner that it may release the CHRO Holdback to the Contractor.

§ 5.1.7 In addition to the foregoing, the Owner shall make the following payments:

(Paragraphs deleted)

§5.1.7.1 Upon determination by the Owner Representative that "Fifty Percent of the Contract is Completed", the Owner shall calculate the "Excess Retainage Amount" and shall pay the "Excess Retainage Amount" to the Contractor within ninety days after the Owner's receipt of the Application for Payment that first reflects that "Fifty Percent of the Contract is Completed".

§5.1.7.2 Upon Substantial Completion of the Work, the Contractor shall be entitled to payment of the balance of the Contract Sum net of amounts the Owner Representative determines for incomplete or nonconforming Work, retainage applicable to such incomplete or nonconforming Work, the CHRO Holdback, as applicable, and unsettled claims.

§5.1.7.3 Upon acceptance and written consent of the Contractor's surety, if any, and a written statement from the CHRO releasing the Owner from any obligation to withhold the CHRO Holdback, the Contractor shall be entitled to payment of the CHRO Holdback.

§5.1.7.4 If final completion of the Work is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor or any other party for whom any of them is responsible, the Contractor shall be entitled to payment of any amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.8 Retainage

§ 5.1.8.1 For Applications for Payment Prior to Determination that Fifty Percent of the Contract is Completed: Retainage withheld by the Owner shall be seven and one-half percent (7.5%) of each progress payment.

Int.

EXHIBIT A

§ 5.1.8.2 For Applications for Payment Following Determination that Fifty Percent of the Contract is Completed: Retainage withheld by the Owner shall be five percent (5.0%) of each progress payment.

§ 5.1.8.3 The Contractor shall not withhold retainage from any Subcontractor in excess of that withheld by the Owner in connection with such Subcontractor's Work. The Contractor shall release retainage to each Subcontractor upon the Contractor's receipt of retainage from the Owner attributable to the Work performed by such Subcontractor.

§ 5.1.8.4 For the purposes of Section 5.1.7 above and this Section 5.1.8, the following terms shall have the following meanings:

§ 5.1.8.4.1 "Fifty Percent of the Contract is Completed" is the stage in the progress of the Work when Certificates for Payment have been issued by the Architect and payment thereof approved by the Owner for an aggregate amount equal to fifty percent (50%) of the Contract Sum, as it may have been adjusted in accordance with the Contract Documents. For the purposes of this subsection 5.1.8.4.1, the Contract Sum shall include amounts payable for pending construction change orders and other pending change directives described in Section 9.3.1.1 of the General Conditions and excludes any amounts paid by joint check pursuant to Section 9.5.4 of the General Conditions.

§ 5.1.8.4.2 "Excess Retainage Amount" shall mean the amount by which the total retainage then withheld by the Owner exceeds the amount of retainage that would have then been withheld by the Owner if the applicable retainage withheld thus far had been based on five percent (5%) of each progress payment made instead of seven and one-half percent (7.5%).

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work and all of its obligations under the Contract Documents except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment subject to the provisions of Article 9 of the General Conditions.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Associate Vice President for University Planning, Design and Construction for the Owner (or his/her designee) and in the case of a project for UCONN Health ("UCH"), its Associate Vice President for Facilities Development & Operations (or his/her designee) or their respective successors in function will serve as the Initial Decision Maker pursuant to Article 15 of the General Conditions, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2

(Paragraphs deleted)

Not Used.

ARTICLE 7 TERMINATION OR SUSPENSION

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User Notes:

(1916360275)

EXHIBIT A

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner Representative

(Paragraphs deleted)

Prior to the commencement of the Work, the Owner shall provide the Contractor with the name and contact information (including an email address for notice pursuant to Section 8.6) for the individual who will serve as the primary point of contact for the Contractor's day to day communications with the University. Except as otherwise expressly provided in the Contract Documents, such individual shall not have the authority to approve or execute Change Orders, or other amendments to the Contract. Claims shall be submitted as provided in Article 15 of the General Conditions.

§ 8.3 The Contractor's Representative

(Name, address, email address, and other information)

§ 8.4 The Contractor's representative shall not be changed without ten days' prior notice to the Owner.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit A attached hereto and as provided elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as described in Article 11 of the General Conditions.

§ 8.6 Notice in electronic

(Paragraphs deleted)

format for the purposes of Section 1.6.1 of the General Conditions from one party to this Agreement to the other shall be transmitted by electronic mail to the email addresses for the designated representatives as provided in Sections 8.2 and 8.3 of this Agreement.

§ 8.7 Other Provisions

§ 8.7.1 The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Vice President of Communications or successor in function, on a case by case basis, the Contractor shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University:

- (a) in any advertising, publicity, promotion nor;
- (b) to express or to imply any endorsement of the Contractor's work product or services.

§ 8.7.2 The Contractor shall comply, and shall require all Subcontractors, Sub-subcontractors and suppliers to comply, with all of the State Requirements set forth on Exhibit F to the extent applicable.

§ 8.7.3 This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

§ 8.8 Joint Venture/General Partnership

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§ 8.8.1 If the Contractor is a joint venture or a general partnership, each member of the joint venture (a "Member") or partner of the partnership ("Partner"), as applicable, shall be jointly, severally and individually responsible to the Owner for the performance of all obligations of the Contractor under the Contract Documents and jointly, severally and individually liable to the Owner for the Contractor's failure to perform such obligations. In its dealings with the Owner, each Member or Partner, as applicable, shall have full authority to act on behalf of and to bind the Contractor as well as all Members or Partners, as applicable. Each Member or Partner, as applicable, shall be considered to be the agent of the Contractor and of all other Members or Partners.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after the execution of this Agreement, are enumerated below:

- .1 This Agreement
- .2 Exhibit A, Insurance
- .3 The General Conditions
- .4

(Paragraphs deleted)

The Master Agreement

- .5 Drawings prepared by _____ and dated _____, and listed on the List of Drawings attached as Exhibit B, as the

(Table deleted)

same may have been modified or supplemented by Bid Clarifications and Addenda.

- .6 Specifications

(Paragraphs deleted)

prepared by _____ and dated _____, and which are listed in the Table of Contents attached as Exhibit C

- .7 Bid Clarifications and Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

(Paragraph deleted)

- .8 Other Exhibits:
 - Exhibit D - Preliminary Construction Schedule
 - Exhibit E - Labor Rates

(Paragraphs deleted)

Exhibit F - State Requirements

(Table deleted)

- .9 Other documents, if any, forming part of the Contract Documents are listed below:

- i. Invitation to Bid for the Project issued by the Owner on _____, _____ including all exhibits and schedule attached thereto and all other documents incorporated therein by reference.
- ii. The Owner's Contractor Environmental, Health & Safety Manual current as of the date of the execution of this Agreement by the Owner.
- iii. The Owner's Code of Conduct current as of the date of the execution of this Agreement by the Owner.

Signed and agreed by:

init.

EXHIBIT A

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____

init.

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EXHIBIT A INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

A. The Contractor shall maintain with a company or companies lawfully authorized to do business in the State of Connecticut such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability applicable to the Contractor's obligations under Section 3.18 of the General Conditions.

B. The insurance required by Section A above shall be written for not less than the limits of liability set forth below or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and, (i) with respect to coverage required to be maintained under the Contract Documents for a period of time after final payment, for such additional period of time, and, (ii) with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work and for such additional period as may be specified in the Contract Documents. Coverage for all insurance policies shall be on an occurrence basis, with the exception of the Pollution Liability coverage described in Section I.B.6 herein, which may be on a claims-made basis.

1. **Worker's Compensation Insurance:** Worker's Compensation Insurance in Statutory Limits of the Worker's Compensation Laws of the State of Connecticut, and other extensions, with Coverage B – Employer's Liability of not less than limits of \$1,000,000 – Each Accident, \$1,000,000 – Policy Limit and \$1,000,000 – Each Employee. Coverage under the Broad Form All State extension shall also be included.

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2. **Commercial General Liability Insurance:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with no exclusions for hazards of operations (including but not limited to elevators, explosion, collapse and/or underground hazards). Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The coverage shall contain no special limitations on the scope of protection afforded to the State. Said policy shall also state that it is primary insurance. Completed operations coverage shall be maintained for a period of three (3) years after final completion of the Work.
3. **Automobile Liability Insurance:** Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than, as respects Contractor and all tiers of Subcontractors, \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.
4. **Umbrella Liability Insurance:** Umbrella liability (following form) in the amount of \$5,000,000 per Occurrence.
5. **Aircraft Liability:** If aircraft of any kind is used by the Contractor, any tier of Subcontractor or by anyone else on their behalf, the Contractor or Subcontractor shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the Work by the Contractor, Subcontractor or anyone else in limits of \$50,000,000 Combined Single Limit for any one occurrence, each aircraft. If the aircrafts to be used are unmanned aircrafts, the Contractor, Subcontractor or operator of the aircraft may be permitted by the Owner to maintain other coverages and limits than as provided herein for aircrafts generally if approved by the Owner in writing in advance of the use of such unmanned aircrafts
6. **Contractor's Pollution Liability:** If the work of this project includes the abatement, removal, cleanup or handling of any asbestos, PCB's, lead based paint, or other pollutants or hazardous materials, then the Contractor shall also provide evidence that Pollution Liability Insurance, including completed operations and Contractual Liability coverage of not less than limits of \$5,000,000 has been procured and is in force on the project. However, if the Contractor demonstrates that coverage for claims arising out of the abatement, removal, cleanup or other handling of asbestos, PCB's, lead based paint, or other pollutants or hazardous materials is covered by the Contractor's general liability insurance, a separate Contractor's Pollution Liability Policy will not be required.
7. **Professional Liability:** If the Contractor is required to furnish professional services for the Project, the Contractor shall procure Professional Liability insurance covering the performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate unless otherwise required by the Owner.

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8. **Additional Insured Requirements:** The University of Connecticut, the State of Connecticut, their respective officers, officials, agents, employees, boards and commissions shall be named as Additional Insureds under the coverages described in Paragraphs 2-6 of this Section B and that said coverage(s) is provided for all operations, uses, occupations, acts and activities of the insureds under the Contract Documents and under any amendments, modifications, extensions or renewals of said Contracts regardless of whether liability is attributable to the named insureds or a combination of the named insureds and the additional named insureds. Coverage shall be provided in the form of an endorsement to the Contractor's insurance policy or policies, which endorsement shall be at least as broad as ISO Form CG 20 37 04 13 and ISO Form CG 20 10 04 13.
9. If the Contractor is a joint venture or general partnership, the joint venture or general partnership and each individual member or partner of the joint venture or general partnership, as applicable, must be designated in each policy as named insureds.
10. A Certificate of Insurance shall clearly indicate the Project name, Project number or some easily identifiable reference to the relationship to the Owner.
11. Each liability policy shall contain a Cross Liability Endorsement and shall include a waiver of subrogation clause.
12. All insurance secured by Contractor or Subcontractors pursuant to the Owner's requirements under the provisions of this Section shall be in policies subject to the Owner's approval, as to form, content, limits of liability, cost and issuing companies. Such companies shall have and maintain an A.M. Best rating of not less than A-(VII), or otherwise acceptable to Owner.
13. If the Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of Owner.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this Exhibit A shall contain a provision that coverages afforded under the policies will not be canceled, terminated or materially changed, altered or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the General Conditions and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section I.B of this Exhibit A. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief and shall identify on their faces the project name and contract number to which they apply. The Certificate(s) of Insurance must also provide clear evidence that the Contractor's Insurance Policies contain at least the minimum limits of coverage and special provisions prescribed in this Exhibit A.

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II. PROPERTY INSURANCE

A. Property insurance on an all-risk basis, including coverage for the perils of earthquakes and floods, has been purchased by the Owner. Insurance required by this Section is not intended to cover machinery, tools and equipment of the Contractor which is used in the performance of the Work, but is not incorporated into the permanent improvements, nor any materials and equipment paid for by the Owner and stored off-site, for which the Contractor shall procure property insurance satisfactory to the Owner. The Contractor shall, at its own expense, provide coverage for its machinery, tools and equipment subject to these provisions. Unless the Project is for new construction (rather than for renovations to an existing structure or facilities), the Owner's property insurance program shall provide for Builder's Risk insurance coverage for the Project.

B. **Builder's Risk Insurance:** If the Project is for new construction (rather than for renovations to an existing structure or facilities), the Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial Contract Sum (or Guaranteed Maximum Price, as applicable) plus values of subsequent modifications or change orders on a replacement cost basis. The terms and conditions of such Builder's Risk insurance shall be satisfactory to the Owner in all respects. The Builder's Risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, temporary buildings, transit, debris removal, increased cost of construction, architect fees and expenses, soft costs, flood and earthquake. Builder's Risk shall include portions of Work located away from site but intended for use at the site. Contractor shall obtain consent of the insurance company and delete any provisions with regard to restrictions within any occupancy clause. Equipment break down coverage shall be included and shall cover insured equipment during installation and testing.

C. As regards Builder's Risk insurance maintained by the Contractor under Section II.B above, the Contractor shall be responsible for all costs not covered because of deductibles required under such insurance. As regards Builder's Risk insurance maintained by the Owner under Section II.A above, if such insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles provided the subject loss was caused by the acts or omissions of the Contractor, a Subcontractor or Sub-subcontractor or any other person or entity for whom or which any of them is responsible.

D. As regards partial occupancy or use by the Owner the Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

EXHIBIT A

For Use with GC and CMR Contracts

EXHIBIT F

State of Connecticut Terms and Conditions

1. NONDISCRIMINATION. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section 1, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "veteran" means any person honorably discharged from, or released under honorable conditions from active service in, the armed forces; (vi) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vii) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (viii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (ix) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (x) "intellectual disability" means a significant limitation in intellectual functioning existing concurrently with deficits in adaptive behavior that originated during the developmental period before eighteen years of age; (xi) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (xi) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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References to "this section" in subsection (b) below means and refers to Connecticut General Statutes § 4a-60 and references to "this section" in subsection (c) below means and refers to Connecticut General Statutes § 4a-60a.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(c) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(1) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(d) The Contractor shall include the provisions of subsections (b) and (c) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(e) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(f) The Contractor shall include the provisions of subsection (e) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities.

EXHIBIT A

The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The Contractor agrees to comply with the regulations referred to in this Section 1 as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

2. STATE EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Owner shall provide a copy of these orders to the Contractor.

3. ETHICS AND COMPLIANCE

Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor. As required under Connecticut General Statutes §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously.

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Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

4. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

*SEEC FORM 11 CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
(Rev. 7/18)*

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a

EXHIBIT A

subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties —Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties —Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov v/ see c . Click on the link to "Lobbyist/Contractor Limitations."

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DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties,

(iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work,

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(iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

5. WHISTLEBLOWING

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6. CODE OF CONDUCT

In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. The Contractor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference.

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The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

7. BACKGROUND CHECKS

The Contractor shall comply with all of the Owner's background screening requirements applicable to the Project (the "Screening Requirements"). If the Project is to take place on the UConn Health campus in Farmington, Connecticut, the Screening Requirements will be outlined in the Specifications for the Project. If the Project is located on any other campus of the Owner, the Screening Requirements will be outlined in the Bid Documents for the Project. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent is cleared for work on the Project by the Contractor, in a manner consistent with the Screening Requirements, for performing such services. Without limiting the foregoing, the Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on any campus of the Owner if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the Owner based on a concern of community or individual safety.

Without limiting the obligations of the Contractor under §3.18 of the General Conditions, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the Owner, and all of their employees, agents and/or assigns for and against any claims, suits or proceedings resulting from the failure of the Contractor to comply with the Screening Requirements and/or that are caused in whole or in part by the actions or omissions of the Contractor, any Subcontractor, Sub-subcontractor, their respective employees, or any other person or entity for whom any of them is responsible.

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

**AIA A201-2017 FOR USE WITH A101-2017 FOR ON-CALL TRADE
(\$100,000-\$500,000)
Rev. 11-30-18**

for the following PROJECT:
(Name and location or address)

[Redacted]

THE OWNER:
(Name and address)

[Redacted]

THE CONTRACTOR:
(Name and address)

[Redacted]

THE ARCHITECT:
(Name and address)

[Redacted]

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
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- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], *Guide for Supplementary Conditions*.

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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EXHIBIT A

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

(Paragraphs deleted)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the "Agreement") and consist of the Master Agreement (as defined in the Agreement), the Agreement, these General Conditions of the Contract for Construction (hereinafter the "General Conditions"), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive; or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants; (2) between the Owner and a Subcontractor or a Sub-subcontractor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means all of the construction and services required by, described in, reasonably inferable from, and as necessary to produce the results required by the Contract Documents, whether completed or partially completed, and includes, without limitation, the furnishing of (1) all materials, supplies, equipment, fixtures, tools, implements, and other items and facilities required for, or in connection with, or for inclusion or incorporation into, the Project; and (2) all labor, supervision, transportation, utilities, storage and all other services required for or in connection with the Project, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project, whether on or off the site of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

(Paragraphs deleted)

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials and Instruments of Service may be in paper or electronic form.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in Section 6.1 of the Agreement to render initial decisions

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on Claims in accordance with Section 15.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 Intent of the Contract Documents

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 Inconsistencies

In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall: (1) provide the better quality or greater quantity of Work; or (2) comply with the more stringent requirement, either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1.2 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1.1 Before ordering any materials or equipment or performing any Work, the Contractor shall verify the figures shown on the Drawings before laying out the Work and will be responsible for any errors or inaccuracies resulting from Contractor's failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of: (1) any conflicts between (a) the Drawings, the Specifications or any Modification to the Drawings or the Specifications and (b) the actual layout of the Work, or (2) any conflicts or inconsistencies in the Drawings, the Specifications or any Modification to the Drawings or the Specifications themselves, Contractor shall promptly notify the Architect. If the Contractor proceeds without the Architect's clarification and instruction on the matter, the Contractor shall proceed at Contractor's own risk.

§ 1.2.1.1.2 If a minor change in the Work is found necessary to address actual field conditions, the Contractor shall submit detailed drawings to reflect such change for approval by the Architect before implementing such change in the Work.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(Paragraphs deleted)

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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§ 1.5 Ownership and Use of Drawings, Specifications and other Instruments of Service

§ 1.5.1 The Owner will retain all common law, statutory and other reserved rights, including copyrights, in the Instruments of Service as provided in the contract between the Owner and the Architect. Unless otherwise indicated in such contract, the Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service. Upon completion of the Work, and at the request of the Architect, all copies of the Instruments of Service, except one record set that may be retained by the Contractor, shall be returned or suitably accounted for to the Architect. None of the Contractor, Subcontractor, Sub-subcontractor, or any material or equipment supplier shall own or claim a copyright in the Instruments of Service. The Instruments of Service and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to the Project. None of the Contractor, a Subcontractor, Sub-subcontractor, or any material or equipment suppliers may use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of the Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed (and also, in the case of a Notice of Claims by the Contractor to the Owner, to the Owner's Representative and the Initial Decision Maker) by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

§ 1.7 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Contract or the Contract Documents.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Provisions Required by Law Deemed Inserted

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§ 1.10.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Section 4.2.1, the Architect does not have any authority to act on behalf of the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.1.1 Pursuant to Section 8.2 of the Agreement, the Owner shall designate a representative through whom all communications by the Contractor with the Owner shall be made except as otherwise provided in the Contract Documents or instructed in writing by the Owner. If the Owner retains a third party (other than the Architect) to provide construction administration services, the Owner shall instruct the Contractor as to the role of such third party in the Project (including, without limitation, the extent to which the Contractor is to communicate directly with such third party) and the authority of such third party, if any, to act on behalf of the Owner.

§ 2.1.2 Not Used.

§ 2.2 Not Used.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

(Paragraph deleted)

§ 2.3.4 To the extent such surveys are in the possession of the Owner and are required for the performance of the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The Contractor shall exercise proper precautions relating to the safe performance of the Work. Contractor shall review such surveys and notify the Owner of any inaccuracies therein within fourteen (14) days of its receipt.

§ 2.3.5 Data concerning the Project site, size of the Project site, access to the Project site, staging and storing, present obstructions on or near the Project site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions to the extent provided by the Owner, has been obtained from sources Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at the Contractor's sole risk and expense.

(Paragraphs deleted)

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving

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the Contractor's written request for such information or services.

§ 2.3.7 The Contractor shall be responsible for determining how many copies of the Drawings and other Contract Documents are necessary for the execution of the Work. The Contractor shall be responsible for the reproduction and distribution of such copies.

§ 2.4 Owner's Right to Stop the Work

If the Contractor (1) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2; (2) repeatedly fails to carry out Work in accordance with the Contract Documents; or (3) creates a situation which the Owner believes, in its sole judgement, poses an imminent risk of loss to property or persons, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and (1) fails within a seven-day period after receipt of notice of such default or neglect from the Owner to commence and continue correction of such default or neglect with diligence and promptness, and (2) further fails to do so within three days after receipt of a second such notice from the Owner, the Owner shall be entitled to (but not obligated to), without prejudice to other rights and remedies Owner may have, correct the deficiencies in the Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the Owner's cost of correcting such deficiencies in the Work, including expenses and compensation payable to the Architect for additional services made necessary by Contractor's default, neglect or failure. The Contractor shall also be responsible for all of the Owner's other costs, damages, delays, and associated impacts arising from the Owner's exercise of its rights under this Section 2.5. If payments then or thereafter due the Contractor are not sufficient to cover amounts payable to the Owner under this Section 2.5, the Contractor shall pay the difference to the Owner.

§2.6 Extent of Owner Rights

§2.6.1 The rights stated in Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor has designated the representative set forth as Contractor's representative in Section 8.3 of the Agreement who has express authority to bind the Contractor with respect to all matters under this Contract. Any and all notices to be provided to the Contractor by the Owner or Architect under the Contract Documents shall be delivered to such Contractor's representative. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor shall not replace the Contractor's representative without ten days prior written notice and the prior written consent of the Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or the Owner in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other

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representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract, which representations and warranties shall survive the execution and delivery of the Contract and the final completion of the Work:

- .1 That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 That it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 That it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- .4 That its execution of the Contract and its performance thereunder have been duly authorized by all necessary corporate action; and
- .5 That its duly authorized representative has visited the site of the Project, familiarized himself or herself with the local conditions under which the Work is to be performed and correlated his/her observations with the requirements of the Contract Documents.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Contractor shall, along with such Subcontractors as the Contractor deems necessary, visit the Project site prior to the execution of the Contract. The execution of the Contract by the Contractor is a representation that the Contractor and such Subcontractors have visited the Project site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor may request permission from the Owner to conduct, at Contractor's sole cost and expense, tests, examinations and/or inspections as Contractor deems necessary to become sufficiently acquainted with existing conditions on the Project site. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and any engineer or consultant engaged by the Contractor or a Subcontractor to perform such test, examination or inspection shall be subject to the Owner's prior approval.

§ 3.2.3 Because the Contract Documents are complementary, the Contractor shall, before ordering any materials or starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner Representative any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect and the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. After reporting to the Architect any error, inconsistency, or omission in or among the Contract Documents which the Contractor discovers or which is made known to the Contractor, the Contractor shall not proceed with the subject Work without the Architect's written response and/or clarifications and, if required, Owner's approval of any associated adjustments to the Contract Documents.

§ 3.2.4 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may

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require.

§ 3.2.5 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations and the Contractor shall be responsible for associated delays and impacts. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor should have but failed to recognize such error, inconsistency, omission or difference.

§ 3.2.6 No additional compensation or time will be granted to the Contractor by reason of conditions which the Contractor could have discovered or reasonably anticipated through the fulfillment of its obligations under this Section 3.2.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall schedule and perform the Work so as not to interfere with the Owner's on-going business operations or any other work being performed by or on behalf of the Owner in or about the Project site. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for any claims against the Owner and any damages, losses, costs and expenses incurred by the Owner resulting or arising from the acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors, material and equipment suppliers, and their respective agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any Subcontractors or Sub-subcontractors or material and equipment suppliers.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor's qualified representative shall attend all periodic progress meetings which will be held at such time and at such place as the Architect or the Owner shall designate.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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- § 3.4.2.1** Contractor's request for any substitution shall constitute a representation by the Contractor that:
- .1 the Contractor and any Subcontractors and Sub-subcontractors impacted by such substitution have investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
 - .2 the Contractor and proposed manufacturer will provide the same or superior warranty coverage for the substitution that the Contractor would for the product specified;
 - .3 the cost data presented is complete and includes all related costs under this Contract, and Contractor waives all claims for additional costs related to the substitution which subsequently become apparent;
 - .4 Contractor shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;
 - .5 Contractor shall make requests for substitutions for Contractor's convenience within fourteen (14) days after Contract award or at the preconstruction meeting; and
 - .6 Contractor shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner associated with, addressing the request for substitution.

§ 3.4.3 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents will be achieved. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit the employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language or lewd conduct by Contractor's employees or other persons carrying out the Work on or about the Project site. All of the Owner's buildings are smoke-free buildings. The Contractor shall not permit (1) smoking in the Owner's buildings, (2) outdoor smoking, where outdoor smoking could create a hazard, or (3) the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Owner's property by the Contractor's employees or other persons carrying out the Work. The Contractor shall comply with the Owner's current "Policy on Discrimination Harassment and Related Interpersonal Violence" including its provisions prohibiting sexual harassment. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors and material and equipment suppliers, and all persons either directly or indirectly employed by any of them to perform any part of the Work.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements and any substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, Sub-subcontractor, manufacturer or supplier warranties relating to any materials or labor used in the Work. Such warranties shall supplement the warranties provided by the Contractor in Section 3.5.1. All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall

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nonetheless have the responsibility of determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and of notifying the Architect and Owner in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 3.6 Taxes

The Owner is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum, or any Application for Payment, or request for Change Order or other compensation. A Sales Tax Certificate for the duration of the Project is available from the Owner's Purchasing Department upon written request.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with, be responsible for the performance of the Work in accordance with, and give notices required by all local, state and federal laws, statutes, ordinances, codes, building codes, rules, regulations, permits, and orders enacted, promulgated, issued or ordered by any governmental body or public or quasi-public authority having jurisdiction over the Work, the Contractor and/ or the site of the Project. The foregoing requirements shall include, without limitation, those relating to equal opportunity, labor, wages, and employment.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraphs deleted)

§ 3.7.4 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required to be performed by a Subcontractor or Sub-subcontractor, the Contractor shall ensure that any such subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 Concealed or Unknown Conditions. See Section 15.1.9 of these General Conditions.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the

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- site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances, except when installation is specified as part of the allowance in Division 1 Specifications; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1; and (2) changes in Contractor's costs under Section 3.8.2.2, except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent, experienced, full-time superintendent(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name, qualifications and references of the proposed superintendent(s).

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If, for any reason, the Owner finds the superintendent(s) to be unsatisfactory, the Contractor will, within five (5) days after the request of Owner, replace such superintendent with a qualified individual to whom neither the Owner nor the Architect has objection. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The Project Manager shall be satisfactory to the Owner and the Contractor shall not replace the Project Manager without the prior written consent of the Owner. The Project Manager shall represent the Contractor and communications given to the Project Manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.5 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the name, qualifications, and references of the proposed Project Manager. The Contractor shall not employ a proposed Project Manager to whom the Owner or Architect has made reasonable and timely objection. If, for any reason the Owner finds a Project Manager to be unsatisfactory, the Contractor shall, upon the request of the Owner, replace such Project Manager with a qualified individual to whom neither the Owner nor the Architect has objection. The Contractor shall not replace the Project Manager without the prior written consent of the Owner.

§ 3.9.6 Additional key personnel may be required for the Project. The Contractor shall provide additional personnel as required to ensure proper project management and coordination.

§ 3.10 Contractor's Construction Schedule

§ 3.10.1 The Contractor shall, within ten (10) days after the execution of the Contract, submit for the Owner's approval and the Architect's information a construction schedule for the Work including such detail and information and in the form as described in Division 1 of the Specifications. The schedule shall include,

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without limitation, (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. Upon the Owner's approval of the schedule, such approved schedule shall be deemed to supersede and replace the preliminary schedule attached as Exhibit D to the Agreement and such approved schedule shall constitute a Contract Document. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for simultaneous review and approval by the Owner and Architect. The Owner and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule; and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

(Paragraph deleted)

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy as required by the Owner, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition, the Contractor shall indicate on the Drawings, as best as possible, all new and existing pipe and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. The Contractor shall indicate on the Drawing the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections. All changes shall be identified and circled on the Architect's and Engineer's drawings at the time they occur for each such field change.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved

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submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such return without action will not be grounds for an increase in the Contract Time.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically notified and informed the Architect and the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work; or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 See Specifications for additional information on Shop Drawings.

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§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the Project site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the Project site.

§ 3.13.3 The performance of the Work shall not impede the Owner's normal, continuous, and safe use and operation of its roadways and buildings in and around the Project site. If it appears that the performance of the Work will impede such use and operation, the timing and manner of the performance of the Work shall be subject to the approval of the Owner.

§ 3.13.4 The Contractor shall comply with the following procedures when working in occupied areas including classrooms, hallways, and office spaces.

§ 3.13.4.1 The Contractor shall notify the Owner two (2) days prior to commencing Work in an occupied area. This notification shall include a detailed description of the Work to be performed in the occupied area.

§ 3.13.4.2 There shall be no overhead Work (e.g. demolition, HVAC ductwork, and/or electrical) performed directly over occupied areas.

§ 3.13.5 The Contractor shall produce a site logistics plan for the Owner's review and approval before beginning operations on the Project site. This document shall be updated and submitted to the Owner on a periodic basis as required by the Owner. No deviations from this plan will be allowed without the prior approval of the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Unless authorized in writing by the Architect, structural elements of the Work shall not be cut, patched, or otherwise altered or repaired. Existing Work that is cut, damaged, disturbed or otherwise interfered with by the Contractor, a Subcontractor, Sub-subcontractor or anyone for whom any of them is responsible, shall be fully, properly, and carefully repaired by the responsible Contractor, Subcontractor or Sub-subcontractor. All such repairs shall be completed to the satisfaction of the Architect, and shall match similar existing adjoining work.

§ 3.14.4 See Specifications for additional information on Cutting and Patching.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area and roadways free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the Work but where such conditions resulted

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from the Contractor's operations from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or patent or such infringement is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the willful, wanton or negligent acts or omissions of the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any such indemnified party, or such party's agents or employees.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, a Subcontractor or Sub-subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 Additional Indemnification Obligations

§ 3.18.3.1 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys' fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, Subcontractors, Sub-subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

§ 3.18.3.2 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the

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Architect's consultants, and the agents and employees of any of them from and against all claims, damages, losses, including, but not limited to, attorneys' fees, arising out of or resulting from any acts of Contractor, Subcontractors, Sub-subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable that are outside of the Contract Specifications, and without the supervision or direction of the Owner, its Architects and Engineers.

§ 3.18.3.3 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, any Subcontractor, Sub-subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

§ 3.18.3.4 Nothing in Section 3.18.3 shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any such indemnified party, or such party's agents or employees.

§ 3.18.3.5 The Owner assumes no responsibility or liability from loss or damage to the Contractor's equipment, materials, or supplies.

§ 3.19 The Contractor shall obtain and maintain at its expense such general liability insurance coverage as will insure its indemnification obligations under Section 3.18 and any other contractual indemnity obligations assumed by the Contractor under the Contract Documents.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that such portion of the Work is, and when the Work is fully completed the entirety of the Work will be, in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 Where it is stated in the Contract Documents that the Contractor shall pay for or reimburse the Owner for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contribution and

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§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents; (2) known deviations from the most recent construction schedule submitted by the Contractor; and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 Each of the Owner and the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner or the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner or the Architect, as applicable, will have authority to require additional inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not such Work is fabricated, installed or completed. The Architect shall advise and assist the Owner in performing any of the functions set forth in this Section that are performed by the Owner.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner or the Architect will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. The undertaking of inspections by the Architect is not to be construed as supervision of construction activities nor an assumption by the Architect of any responsibility for job site safety for the performance of Work.

§ 4.2.10 Not Used.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon provided that, if not agreed otherwise, the Architect shall respond to such requests within fifteen (15) days after Architect's receipt of such request. If such written request is made of the Architect, and the Owner or the Contractor disagrees with the Architect's response to such request, the matter shall be submitted to the Initial Decision Maker pursuant to Article 15.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The decision of the Owner, in consultation with the Architect, on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon provided that, unless agreed otherwise, the Architect shall respond to such requests within fifteen days after Architect's receipt of such request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site and, unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work (other than Subcontractors). The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable, but in no event more than ten days after the Owner's execution of the Contract (or such shorter period of time as required by applicable law), shall notify the Owner and Architect of the names, addresses, Connecticut Tax Registration numbers, and Federal Employer Identification numbers (or social security numbers as to individuals) of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within fourteen days of receipt of the information, the Architect or Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity; or (2) requires additional time for review. Failure of the Architect or Owner to provide notice within the fourteen-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection.

§ 5.2.2.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through:

<http://www.ctdol.state.ct.us/>

or the Federal List of Excluded Parties Listing System available through <http://epls.arnet.gov/>

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work and is not ineligible to be contracted with in accordance with Section 5.2.2.1, the Contract Sum shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity (including those who are to furnish materials or equipment fabricated to a special design) for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

(Paragraphs deleted)

§ 5.2.5 If requested by the Owner, the Contractor shall provide to the Owner copies of all subcontracts and supply agreements entered into by the Contractor for the Work.

§ 5.2.6 The Contractor shall comply with its obligations under Connecticut General Statutes §4b-93 and §4b-96 including, without limitation and as applicable, its obligation to contract with those Subcontractors identified in the Contractor's bid for the Project to perform the (1) masonry, (2) electrical, (3) plumbing, and (4) heating, ventilating and air conditioning (HVAC) components of the Work and to timely provide copies to the Owner of the executed subcontracts in accordance with the requirements of Connecticut General Statutes §4b-96.

§ 5.2.7 All subcontracts shall comply with the requirements of Connecticut General Statutes §4b-96 and shall be in the form provided by the Owner. The Contractor may supplement the terms and conditions set forth in the Owner supplied form of subcontract by attachment of additional terms and conditions thereto provided such supplemental terms and conditions are not inconsistent or in conflict with the requirements of CGS §4b-96. In the event of any such conflict or inconsistency, the provisions of the form of subcontract set forth in CGS §4b-96 shall prevail and control.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner pursuant to Article 14 and only for those subcontracts that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract, the Owner assumes the Contractor's rights and obligations under the subcontract but only to the extent arising subsequent to the effective date of the assignment and related to Work not yet performed. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.4.4 The Contractor shall promptly, but in any event not later than ten (10) days after obtaining knowledge thereof, advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules and construction requirements. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under these General Conditions, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner

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or Separate Contractor that are not apparent. If the performance of any part of a Contractor's Work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any Separate Contractor or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of the Contractor's Work, without interference with the work of any Separate Contractor or the Owner.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction (collectively and individually, "Interference"). The Owner shall have the right to off-set such costs against any amounts owed to the Contractor by the Owner to the extent related to the Project. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's Interference but only as regards Interference by Separate Contractors whose work was not identified in the Contract Documents as work to be performed by Separate Contractors.

§ 6.2.4 The Contractor shall promptly remedy the damage that the Contractor wrongfully causes to completed or partially completed construction or to the property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Upon the Owner's request, the Contractor shall defend any proceedings brought against the Owner by any Separate Contractor on account of any damage alleged to have been caused by the Contractor which arises from the Contractor's failure to comply with the terms and conditions of this Section 6.2.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect. A Construction Change Directive is a directive by the Owner that may or may not be agreed to by the Contractor. All changes to the Work shall be approved by the Owner. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis for any claim for an increase in the Contract Sum, an extension of the Contract Time, or a change in any time period provided for in the Contract Documents.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

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There shall be no extension in the Contract Time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the approved construction schedule as provided in Division 1 of the Specifications and in Section 8.3 of these General Conditions.

The signature of the Architect on the Change Order signifies that the Architect has reviewed the proposed Change Order, with accompanied breakdowns and subcontractor's change proposals, for appropriate quantities and unit costs and recommends approval of the proposed Change Order. The Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and the Contractor if the Contractor and the Owner have both signed the Change Order.

§ 7.2.2 Change Order Cost Components

The Contractor's proposal for a Change Order shall be itemized completely, submitted in a detailed format acceptable to the Owner, and shall include the following itemized cost components, as applicable:

§ 7.2.2.1 Engineered Equipment and Materials:

Costs for Engineered Equipment and Materials included in any Change Order shall be considered all-inclusive of the purchase cost thereof including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer and supplier quotes subject to review and approval by the Owner. Engineered Equipment shall be defined as equipment to be incorporated into and become a permanent part of the completed installation specified in the Contract Documents. Materials shall be defined as construction materials that become incorporated into and become a permanent part of the completed installation.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours included in any Change Order shall be itemized indicating the direct labor hours to be expended in the actual installation of Engineered Equipment and Materials. The quantity of hours shall be based upon the Contractor's estimate to complete the subject Work based upon actual field conditions and shall be subject to review and approval by the Owner.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as the costs of the direct labor required for the actual installation of Engineered Equipment and Materials. Direct field labor costs shall be based on the Contractor's direct field labor rates, which rates are subject to review and approval by the Owner and which rates shall be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner. The Contractor's direct field labor rates may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor rates may include the Contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor.

If the Project is subject to prevailing wage rates, no wage rate above the prevailing rate shall be allowed unless such wage rate is substantiated by documentation of actual wages paid in accordance with such wage rate except in the case where the Contractor's wage rates were submitted to and accepted by the Owner as a condition of the Contract.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Costs associated with Contractor owned or rented construction equipment and major tools used in the performance of the Work may be included as part of the cost of a Change Order if it is demonstrated to the Owner's satisfaction that such costs are valid and related to the change in the Work which is the subject of the Change Order. Major tools shall be defined as non-hand-held tools. Pricing rates for construction equipment and major tools shall be subject to Owner's review and approval. Costs for specialized construction equipment not already on site shall be shown separately and shall require justification by the Contractor.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall mean and include field (onsite) supervision (general foremen, field engineers). Costs for field overhead (indirect) labor shall be based on hourly rates which are subject to review and approval by the Owner. Such costs shall be allowed as part of the cost of a Change Order if it is demonstrated to the Owner's satisfaction that such costs are valid and arise as a direct result of the change in

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the Work which is the subject of the Change Order. All such costs shall be substantiated by supporting data submitted for review and approval by the Owner. Costs for specialized personnel or additional staff shall be shown separately and shall require justification by the Contractor.

Field Facilities shall mean and include the following:

1. Temporary offices (including office furniture, copiers, computers, printers, other office equipment, and supplies);
2. Temporary material storage (storage vans and containers, warehouse rental); and
3. Utilities (electricity, phones, data lines, restroom facilities).

Costs for Field Facilities, which are subject to the review and approval of the Owner, may only be included as part of the costs of a Change Order if (1) the Change Order includes an extension of the Contract Time which has been approved by the Owner in accordance with Section 8.3; or (2) the Contractor otherwise demonstrates to the Owner's satisfaction that such costs are valid and arise as a direct result of the change in Work which is the subject of the Change Order.

§ 7.2.2.6 As noted in Section 3.6, the Owner is a tax-exempt institution. The tax on materials or supplies exempted by the current regulations of the Department of Revenue Services shall not be included as a cost component of any Change Order or Change Order request/proposal.

§ 7.2.2.7 Subcontractors

Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the Contract. The Contractor shall provide detailed Subcontractor cost proposals to substantiate all subcontractor pricing.

§ 7.2.2.8 General and Administrative Overhead (Home Office) Costs and Profit (Overhead and Profit)

Overhead and Profit shall cover the following:

1. All home office expenses;
2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor's safety program;
3. Small tools, which are defined as construction tools with a value of up to \$500;
4. Consumable materials, which are normally used in the execution of the Work and as may be further defined in the general conditions section of the Specifications;
5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);
6. Indirect costs as related to support staff;
7. Commercial General, Automobile, Umbrella, Aircraft and Contractor's Pollution Liability Insurance as described in Section 11.1.1;
8. Parking;
9. Safety;
10. Commissioning Requirements;
11. Such other items as are commonly considered part of home office overhead;
12. Company vehicles, gas, mileage and travel time;
13. Union-related contributions and expenses;
14. Any training; and
15. Licenses.

§ 7.2.2.9 The amount to be included in a Change Order for Overhead and Profit shall be based on and limited to the markup percentages identified in the table below as applied to the total net increase in the direct costs of the Work which arises as a direct result of the change in the Work which is the subject of the Change Order.

Contractor/Subcontractor Combined Overhead and Profit Markup Table:	
Contractor markup on self-performed work	15%
Contractor markup on Subcontractor work.	5%

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Subcontractor markup on self-performed work.	15%
Subcontractor markup on Work performed by Sub-subcontractors under contract with a Subcontractor.	5%
Markup on Work that is self-performed by a Sub-subcontractor under contract with a Subcontractor.	10%
Subcontractor markup on Sub-subcontractor work	0%
Sub-subcontractor markup on Work performed by lower tier Sub-subcontractors	0%

§ 7.2.2.10 Notwithstanding the foregoing, the aggregate markup for Overhead and Profit included in any Change Order shall not exceed twenty percent (20%) of the total net increase in the direct costs of the Work which arises as a direct result of the change in the Work which is the subject of the Change Order.

§ 7.2.2.11 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure (as defined in Section 8.2.3.2), shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period.

§ 7.2.2.12 For a change in the Work resulting in a net decrease in the direct cost of the Work, the Change Order will reflect a reduction in the Contract Sum of an amount equal to such net decrease as confirmed by the Owner. In the case where there are both increases and decreases in direct costs of the Work, Overhead and Profit included in the Change Order shall be figured on the basis of the net increase in costs, if any, with respect to that change.

§ 7.2.2.14 Bond Costs: Actual additional bond premiums assessed to the Contractor by the surety issuing the payment and performance bonds for the Project as a direct result of an increase in the Contract Sum reflected in the subject Change Order may be included as part of the costs of the Change Order only when supported by written documentation from the surety confirming that the Change Order requires an increase to the original payment and performance bonds. Any additional bond premiums to which Contractor would be entitled shall be addressed in a final Change Order with no additional fee or mark-up thereon.

§ 7.2.3 The Contractor shall submit proposals for Change Orders on the "Change Order Proposal Request Form" provided in Division 1 of the Specifications or on a form and in a format otherwise acceptable to the Owner. In order to facilitate the Owner's review of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontractor proposals shall be submitted in support of the Contractor's Change Order proposal and shall be similarly itemized.

§ 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor, Subcontractor or Sub-subcontractor mark-up for Overhead and Profit.

§ 7.2.5 Agreement upon and execution of any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the Work attributable to the change as stated in 7.3.4.1 through 7.3.4.5. No markup shall be allowed for premiums on bonds and insurance.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner or Architect and signed by

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the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The signature of the Architect signifies that he has reviewed and recommends the change. However, if the Owner has signed the Change Directive the Architect's signature is not necessary in order for the Change Directive to be valid.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for a proposed adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
- .4 Time and materials subject to a not to exceed a stipulated price; or
- .5 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method for adjustment in the Contract Sum shall be determined in the sole discretion of the Owner, on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable amount for overhead and profit in accordance with, and not to exceed the limitations set forth in, Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs of performing the Work for the purposes of this Section 7.3.4 shall be limited to the following as described in Section 7.2:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies and equipment, including the cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools and any hand-held equipment, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds, permit fees, and sales, use or similar taxes directly related to the change; and
- .5 Costs of field overhead personnel directly attributable to the change based on supporting data.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. The Contractor must proceed promptly regardless if the directive is signed by the Contractor.

§ 7.3.8 Not Used.

§ 7.3.9 Not Used.

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§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 If the Contractor does not expeditiously proceed with the Work to be performed under a Construction Change Directive (regardless of whether or not such Work is in dispute), the Owner may, in its sole discretion, cause such Work to be performed by others, and deduct the actual costs incurred by the Owner in connection with such reassigned Work from the Contract Sum.

§ 7.4 Minor Changes in the Work

The Architect may, subject to approval of the Owner, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Contractor shall carry out such written orders promptly.

The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date Substantial Completion is achieved in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is capable of completing the Work in accordance with the Contract Documents within the Contract Time.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

(Paragraph deleted)

§ 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of these General Conditions or as otherwise requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule, providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or

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recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.2.3.2 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved construction schedule for reasons within the responsibility of the Contractor, the Owner shall have the right to order the Contractor to take any and all corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measure (hereinafter referred to collectively as "Extraordinary Measures") Such Extraordinary Measure shall continue until the progress of the Work complies with the stage of completion required by the approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

§ 8.2.3.3 The Contractor shall not be entitled to any adjustment in the Contract Price in connection with Extraordinary Measures required by the Owner, if the Owner determines that the conditions creating the need for such Extraordinary Measures were within the responsibility of the Contractor.

§ 8.2.3.4 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any approved construction schedule or completion date established in accordance with the Contract.

§ 8.2.4 Not Used.

§ 8.2.5 Except in the event of an emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours. For the purposes of this Contract "regular working hours" shall mean and include the hours of 7:00 a.m. to 3:00 p.m. unless otherwise provided in the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; or (3) by labor disputes, fire, or unavoidable casualties beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time periods as demonstrated through a Critical Path Analysis as described in and in conformance with Division 1 of the Specifications and accepted by the Owner.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 Claims of delay and requests for extensions of time shall set forth in detail the circumstances of such claim, the dates upon which the claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Architect and Owner may require, including a revised Construction Schedule indicating the effect of the circumstances which form the basis for the claim.

§ 8.3.2.2 The Contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.

§ 8.3.2.3 Claims for extensions of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal for such changes. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such changes unless specific provision for an extension of time has been incorporated in the Owner's authorization to proceed.

§ 8.3.2.4 No Damage for Delay. Notwithstanding anything to the contrary set forth in the Contract Documents, the Owner shall not be liable to the Contractor for Claims or damages of any nature caused by or

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arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the procedures set forth in the Contract Documents. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any Claim for damages for any delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Owner, Architect, or any Separate Contractor, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of the Contract Time, if appropriate.

§ 8.3.2.5 It is expressly understood that, notwithstanding anything to the contrary set forth in the Contract Documents, no Subcontractor or Sub-subcontractor shall be entitled to make any Claim for additional compensation, costs or damages against the Contractor (nor may the Contractor assert against Owner such Claims as pass-through claims of Subcontractor or otherwise) for delay. Unless agreed by Owner in writing, Contractor shall include in every Subcontract a 'No-Damage-For-Delay' provision in a form approved by the Owner.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by the Owner under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect and Owner, as provided in Section 9.2.1.1 below, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, as the Owner may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment for the Work. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1.1 The Contractor shall submit its proposed schedule of values to the Owner and the Architect for review and approval before the earlier of (i) thirty (30) days after the execution of the Contract; and (ii) the submission by the Contractor of its first Application for Payment for the Work.

§ 9.2.1.2 The final schedule of values for the Work shall be submitted (typewritten) on an AIA Document G702 form and shall be broken down into a minimum of sixteen (16) divisions based on the Construction Specifications Institute (CSI) Guidelines and subdivided further by Materials and Labor.

§ 9.3 Applications for Payment

§ 9.3.1 By the twenty-fifth day of each month, the Contractor shall submit to the Owner and the Architect a draft Application for Payment for Work performed through the end of such month in the form of an AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. The latest edition issued by the AIA of each such document must be used.

The Owner and the Architect will within ten (10) days after receipt of the Contractor's draft Application for Payment notify the Contractor in writing of all necessary revisions.

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The Contractor shall make all revisions to the Application for Payment as required by the Owner.

The Contractor shall then submit to the Owner and the Architect an Application for Payment for Work in the form of a notarized AIA Document G702, Application for Payment, supported by AIA Document G703, Continuation Sheet, free of any handwritten, marks, notes, annotations, etc. and an Affidavit of Payment and Release of Claims form (either partial release or final release as appropriate) in a form as provided by the Owner.

By submission of the Affidavit and the Application for Payment the Contractor certifies that, to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment requested and shown therein is now due.

§ 9.3.1.1 Each payment requisition submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original Contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to the Contractor or a Subcontractor.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material or equipment supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Applications for Payment shall deduct, from the amount claimed due, the retainage and any other amounts to be withheld pursuant to Section 5.1.6 of the Agreement. The Contractor shall be prohibited from withholding more than the retainage withheld by the Owner pursuant to the Agreement from any payment which is otherwise due to any Subcontractor.

§ 9.3.1.4 Pursuant to the requirements of §4b-93 of the Connecticut General Statutes, whenever the Owner has designated a separate section for a class of work, the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work.

§ 9.3.2 Unless otherwise specifically approved by the Owner, the Owner will pay only for materials and equipment delivered and incorporated in the Work as required by the Contract Documents. If approved in advance by the Owner, payment may be similarly made for materials and equipment suitably stored on site or off site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payment for stored material or equipment either on site or off site will require Owner's prior approval. Approval will be dependent upon Contractor's demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relation to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material or equipment during storage, transfer of ownership of the material or equipment to the Owner and the Contractor shall indemnify the Owner for all costs associated with any delay and the costs associated with or resulting from, the loss or damage of such material or equipment during such

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storage. Payment for such stored material or equipment will be limited to 80% of invoice verified cost to the Contractor. No payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to ensure such items are part of the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

(Paragraph deleted)

§ 9.3.4 If payment for stored materials or equipment is approved, Contractor shall furnish with its Application for Payment which includes such stored materials or equipment a vendor invoice establishing the value of the material or equipment stored along with a statement of the amount to be paid to the vendor therefore.

§ 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment therefore will be approved.

§ 9.3.4.2 The Contractor shall give the Owner Certificates of Insurance in accordance with the Contract Documents covering the full value of the items stored. Such insurance shall be maintained until the items are incorporated in the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect, following consultation with the Owner, may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. The Architect, following consultation with the Owner, may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in

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Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless full bond coverage, insurance or security acceptable to the Owner is provided by or demonstrated by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment in accordance with the provisions of this Contract;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 injury to persons or damage to the Work or property of the Owner, or a Separate Contractor, or others caused by the act of neglect of the Contractor or any Subcontractors;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit Construction Schedules as outlined in Division 1 of the Specifications in the time prescribed;
- .9 failure to submit all documents necessary for compliance with CHRO requirements;
- .10 failure to submit all copies of all certified payrolls;
- .11 failure to provide copies of subcontractors contracts per statute;
- .12 failure to submit any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency;
- .13 amounts previously paid to the Contractor in excess of amounts properly due the Contractor; or
- .14 failure of the Contractor to comply with any of the Contractor's indemnification obligations under the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 The Owner shall have the right to apply any such amounts so withheld in such manner, as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such amounts shall constitute payments to the Contractor.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has certified an Application for Payment, the Owner shall make payment of the certified amount in the manner and within the time provided in the Contract Documents or shall so notify the Contractor of the Owner's intent to withhold payment to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including, loss resulting from acts or omissions of Subcontractors due to causes set forth in Section 9.5.1.

§ 9.6.2 The Contractor shall pay any amounts due a Subcontractor or supplier, whether for labor performed or materials furnished, not later than seven (7) days after the date the Contractor receives payment from the Owner which encompasses labor performed or materials furnished by such Subcontractor or supplier. Retainage withheld by the Contractor from such payments shall not exceed amounts actually retained from payments to the Contractor on account of the Subcontractor's or supplier's portion of the Work. The Contractor

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shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any sub-subcontractors or suppliers no later than seven (7) days after the Subcontractor or supplier receives a payment from the Contractor which encompasses labor performed or materials furnished by such sub-subcontractor or supplier.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers the amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Pursuant to Connecticut General Statutes Sections 10a-109a through 10a-109y:

- .1 No payments shall be made by the Owner on account of this Contract for this project until the bills or estimates presented for such payments shall have been duly certified to be correct by the Owner;
- .2 The obligations of the Owner or the State of Connecticut to make payments to the Contractor for services, labor, or materials provided on this project are limited to those amounts set forth in the Contract Documents and any agreed upon changes or amendments thereto. Neither the Owner nor the State of Connecticut shall or may be liable to make payments in excess of such amount.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor, Sub-subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment in accordance with the requirements of the Contract Documents, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect be entitled to the applicable statutory interest. Said provision does not apply where the Owner has submitted to the Contractor its intention to withhold payment in accordance with Section 9.6.1 or where the Architect has submitted to the Contractor its intention to withhold certification in accordance with Section 9.5.1.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize, without impact or interruptions the Work for its intended use.

The Work shall be considered to be "Substantially Complete(d)" or to have reached "Substantial Completion"

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on the date as determined by the Architect when (1) the entirety of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the Work for the use for which it is intended (subject only items on the Punch List, the completion of which can be accomplished within thirty (30) days without interfering with the actual use of the Work by the Owner or those claiming by, through or under the Owner); (2) the Contractor has obtained a temporary or permanent certificate of occupancy for the Work permitting the lawful occupancy of the entire Project and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy thereof; and (3) the Architect has issued a Certificate of Substantial Completion for the entirety of the Work pursuant to Section 9.8.4 of these General Conditions and the Owner has issued written approval of the Certificate of Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete (with the exception of the issuance of the Architect's Certificate of Substantial Completion and the Owner's approval thereof), the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment (the "Punchlist"). Failure to include an item on the Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's Punchlist, the Architect will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete (with the exception of the issuance of the Architect's Certificate of Substantial Completion and the Owner's approval thereof). If the Architect's inspection discloses any item, whether or not included on the Contractor's Punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punchlist accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner.

§ 9.8.6 Certifications. The Contractor at completion of construction shall provide to the Owner a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "This is to CERTIFY that, in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the Owner. Minor deviations and special stipulations are noted below (if any)".

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial

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occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by the decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or the portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect; (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (7) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 5.1.6.2.6 of the Agreement; (8) copies of all certified payrolls, (9) certifies that all material installed does not contain asbestos; (10) the Certificate of Substantial Compliance referenced in Section 9.8.6; and (11) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor, the written approval of the Owner and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4

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(Paragraphs deleted)
Not Used

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Prior to and as a condition of mobilization on site, the Contractor shall submit a Safety Plan to Owner. To the extent the Owner provides safety manuals or other information, any such manuals and information shall be deemed minimum requirements for the Contractor's fulfillment of its safety obligations. Safety fines may be assessed based on Owner's safety plan and or Occupational Safety and Health Administration ("OSHA").

§10.1.1.1 Prior to the commencement of the Work, the Contractor shall submit proof to the Owner of compliance with the requirements of Connecticut General Statutes §31-53b.

§10.1.1.2 The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Work. The Contractor shall coordinate and cooperate with the Owner for such activities.

§ 10.1.2 Contractor's Safety Program: The Contractor hereby acknowledges that the job site safety will be of utmost importance. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: (1) those set forth in the most current provisions of the Owner's Contractor Environmental Health and Safety Manual, which is incorporated by reference as a Contract Document; (2) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (3) the furnishing and maintaining of necessary traffic control barricades and flagger services; (4) the use, storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; (5) and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its own safety and anti-substance abuse precautions and programs in connection with the Work and if requested by the Owner submit the same to the Owner or its designee for review. The Owner may but shall not be obligated to make suggestions and recommendations to the Contractor with respect thereto.

- .1 **Compliance of Work, Equipment and Procedures with all Laws:** All Work, whether performed by the Contractor, Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupational Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSH Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting provisions, the more stringent shall govern.
- .2 **Contractor's Designation of Safety Program Administrator:** The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual, whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full-time position dedicated to this

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Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject the same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's safety representative in the performance of his or her duties as described above and the names of such representative shall be given to the Owner.

- .3 **Suspension of Contractor's Work:** If in the opinion of the Owner or its designee the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof, the Owner or its designee shall have the right (but not the obligation) to suspend Work in the unsafe area. Contractor shall be liable for all costs incurred of any nature (including without limitation overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension.
- .4 **Right of Owner to have Contractor Send Worker Home:** The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right but not the obligation to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies. Contractor shall promptly comply with such orders from the Owner and shall be liable for any and all costs of whatsoever nature, including attorney's fees paid or incurred by the Owner.

§ 10.1.3 Protection of Work and Property; Responsibility for Loss The Contractor shall, throughout its performance of the Work, maintain adequate and continuous protection of all property of the Owner and third parties and of the Work and temporary facilities against loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

§ 10.1.4 Emergencies In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury, or loss or to remedy said violation whichever is applicable, failing which the Owner or its designee may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify, and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.18. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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The Contractor shall provide and pay for whatever security measures the Contractor deems necessary to protect the Work until acceptance by the Owner through the issuance of a Certificate of Substantial Completion.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 At a minimum, the Contractor shall implement, erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities of the safeguards. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection. The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole cost and expense.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, the Contractor, at a minimum, shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 and indemnify and save the Owner harmless for all damage or injury to referenced persons and property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in whole or in part to the fault or negligence of the Contractor a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

- .1 The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as otherwise directed by the Owner. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the repair or replacement performed and charge the cost to the Contractor by way of offset or direct payment as elected by the Owner.

(Paragraph deleted)

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger the safety of persons or property or cause damage or create an unsafe condition.

(Paragraphs deleted)

§ 10.2.8 All materials furnished and all Work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.

§ 10.2.9 All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc. shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents, including but not limited to the Owner's Contractor Environmental Health and Safety Manual, regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls and any other regulated materials identified by the U.S. Environmental Protection Agency (EPA), the U.S. Occupational Health and Safety Administration (OSHA), the U.S. Department of Transportation (DOT) and/or the Nuclear Regulatory Commission (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent the release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area.

§ 10.3.1.1 Upon request, the Owner will provide the Contractor with a written copy of the Hazard Communication Program and chemical inventory for areas in which the Work will be performed. The Owner, upon request, will make available to the Contractor an opportunity to review the Material Safety Data Sheets ("MSDS") on file for areas where hazardous chemicals are used and stored and in which the Work will be performed.

§ 10.3.2 Upon receipt of the Contractor's notice, pursuant to Section 10.3.1 the Owner shall obtain the services of a qualified consultant to assess the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless or otherwise abated. Upon written request, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform the assessments for the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the Hazardous Material or substance has been rendered harmless or otherwise abated, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately (provided the Contractor has demonstrated to the Owner's satisfaction that delay to address the Hazardous Material impacted the critical path of the construction schedule) and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Not Used.

§ 10.3.4 In no event shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, Sub-subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fills or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic. In the event it is determined that materials that are hazardous, toxic or comprised of items that are hazardous or toxic have been used as fills or incorporated into the Work, the Contractor, at its sole expense, shall be responsible for immediate removal, proper disposal, and replacement of materials of the Work and surrounding areas so affected.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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(Paragraphs deleted)

§ 10.4 Emergencies

In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall promptly notify insurers, as applicable, the Architect and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect and the Owner a written report including a description of the circumstances of the emergency and details of actions taken.

§ 10.5 Lockout/Tagout Procedures Required by OSHA

§ 10.5.1 The Contractor shall abide by all OSHA and Owner regulations and procedures pertaining to lockout and tagout of machines or equipment to prevent injuries by ensuring that hazardous forms of energy are isolated. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

§ 10.7 Confined Space Entry

§ 10.7.1 The Contractor shall abide by all OSHA and Owner regulations and procedures required to implement a confined space entry permit program.

§ 10.8 Excavation and Trenching

§ 10.8.1 Any Work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulations, and the Owner's applicable policies and procedures included in the Contract Documents.

§ 10.8.3 At a minimum, the Contractor shall comply with the Owner's Contractor Environmental Health and Safety Manual, which is available for review upon request and constitutes a Contract Document.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described below, in the Agreement and, as applicable, elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, the State of Connecticut and their respective officers, officials, agents, employees, boards and commissions shall be named as additional insureds as provided in the Agreement and as otherwise required by the Contract Documents.

§ 11.1.2 The Contractor shall furnish to the Owner, and deliver at the time of the execution of the Contract, Performance and Labor and Material Payment Bonds (each, a "Bond" and collectively, the "Bonds") pursuant to the requirements of Connecticut General Statutes §49-41, et seq. and the requirements of this Section 11.1. In all cases where the Contract Sum exceeds \$100,000, the Contractor shall furnish the Bonds, each of which shall be in compliance with the Owner's required bond forms. The Bonds shall be provided by a Surety company licensed to do business in the State of Connecticut, that is acceptable to the Owner, and that is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the Contract Sum. The amount of each Bond shall be equal to the Contract Sum. The Bonds shall name the Owner as "Obligee".

§ 11.1.3 In addition to the foregoing, each of the Bonds shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the Contract, the surety shall ensure that the contractor chosen to complete the Contract is prequalified pursuant to Section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract".

§ 11.1.4 Upon the request of any person or entity appearing to be a potential beneficiary of the Bond covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of such Bond or shall authorize a copy to be furnished.

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§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days after the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. In the event of suspension by the Owner due to the Contractor's failure to maintain the required insurance, the Contractor shall be responsible for, and shall not receive an extension of the Contract Time in connection with, the delay in the Work arising from the suspension.

§ 11.2 Not Used.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 Not Used.

(Paragraphs deleted)

§ 11.4 Not Used.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and, by appropriate agreements, the Architect and Contractor shall make payments to their consultants and Subcontractors in a similar manner.

§ 11.5.2 Not Used.

§ 11.5.3 If the Contractor or any of its Subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) (the "Statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the Statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is an unverified contractor as defined in the Statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the Contract Sum and which is otherwise in compliance with the requirements of the Statute.

§ 11.4.3 If the Contractor proposes to utilize a Subcontractor Default Insurance program in lieu of requiring Subcontractors to provide surety bonds for the Project, the Contractor must demonstrate actual cost savings to the Owner of no less than 18% between the cost of such program and the cost of traditional Subcontractor

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surety bonds.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without a change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction shall be at the Contractor's expense and the Contractor shall not be entitled to an adjustment of the Contract Time.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing inspections, uncovering and replacement, and compensation for the Architect's and Owner services made necessary thereby, shall be at the Contractor's expense.

If prior to the date of Substantial Completion, the Contractor, a Subcontractor, a Sub-subcontractor or anyone for whom any of them is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5 and extended warranties required by the Contract Documents, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.8.4, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at Contractor's sole expense after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor by the end of such one-year period and, thereafter, give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Architect not to exceed thirty (30) days, the Owner may correct it in accordance with Section 2.5 or take such other commercially reasonable measures to recompense the Owner for its expenses, losses and damages arising from such nonconforming work.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or

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Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to modify the Contractor's obligations under Section 3.5 of these General Conditions or to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without the consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections and approvals of portions of the Work shall be made at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. If the inspections and tests conducted under Section 13.4.1 or this Section 13.4.2 reveal a failure in a portion of the Work, the Owner may order the inspection and testing at the Contractor's expense of any and all portions of the Work that are identical or similar to the failing portion.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest Not Used.

(Paragraph deleted)

§ 13.6 Compliance with Owner Policies and Guidelines

At a minimum, the Contractor shall comply with established Owner policies and guidelines, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout, Confined Space Entry as referenced in the Contractor's Environmental Health and Safety Manual, Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

§ 13.7 Preference in Employment

§ 13.7.1 In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for three months prior to the date hereof have been residents of the labor market areas, as established by the Labor Commissioner in which said work is to be done; and if no such qualified persons are available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede in any manner any provision regarding residence requirements contained in a Collective Bargaining Agreement to which the Contractor is a party.

§ 13.8 Minimum Wage Rates

§ 13.8.1 If the Project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is \$1,000,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is \$100,000 or more then:

- .1 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 (i) of Section 31-53 of the Connecticut General Statutes, 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

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amount of payment or contribution for such person's classification on each pay day.

§ 13.8.2 The State of Connecticut Labor Department Wage Schedule ("Wage Schedule")(where required) has been provided to the Contractor and the Contractor acknowledges receipt the Wage Schedule and agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. No such prevailing wage adjustment will be considered a basis for an amendment to this Contract. The Wage Schedule is deemed to reflect customary or prevailing wages for the Project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued thereunder.

§ 13.9 Hours of Labor Permitted

§ 13.9.1 Pursuant to Section 31-57 of the Connecticut General Statutes, as applicable, no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner.

§ 13.10 Examining and Copying Contractor's Records

§ 13.10.1 The Contractor shall permit the Owner or its duly authorized representative to examine and copy books and records of the Contractor relative to charges for extra work, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's demand for added compensation from the Owner. The Contractor shall also permit such examination and copying of its records as the Owner may deem necessary, excepting papers and records preceding the execution of the Contract that are not a matter of record with the Owner, in order to determine that the Contractor has complied with all laws and regulations pertaining to the Contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

§ 13.10.2 The Contractor further agrees that he shall keep all records relating to this Contract until the expiration of six (6) years after final payment under this Contract is made, or six (6) months after settlement of any disputes whichever may be later.

§ 13.10.3 The Contractor further agrees that Contractor and all Subcontractors shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

§ 13.11 System Layout Drawing

§ 13.11.1 System layouts indicated on the on the drawings are generally diagrammatic and locations and arrangements of items are approximate. Exact routing of conduit, wiring, location of fixtures, outlets, panels, piping, valves and all other equipment shall be governed by the structural conditions and obstructions. The entire layout shall be followed as closely as possible and the right is reserved by the Owner to reasonably change the locations to accommodate any conditions which may arise during the progress of the Work without additional compensation to the Contractor.

§ 13.12 Guaranty of Performance

§ 13.12.1 If the Contractor has submitted the financial statement of a parent or other affiliated entity in its Proposers Qualification Statement, or if pre-qualified, its application for pre-qualification and has also indicated in that submission that such parent or affiliate will guarantee the performance of the Contract, then the parent or affiliate shall execute, simultaneously, with the Contractor's execution of the Contract, a Guaranty in a form provided by and acceptable to the Owner.

§ 13.13 JOINT VENTURE

§ 13.13.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by the Contract Documents and as otherwise required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such

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obligations in accordance with the Contract and such applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§13.14 Worker Geographic Distribution

§13.14.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.14.

§13.14.2 The Contractor shall submit to the Owner a plan for encouraging the hiring of Workers (as defined hereinafter) with Residence (as defined hereinafter) in the State of Connecticut.

§13.14.3 Following the close of each Quarter (as defined hereinafter), the Contractor shall submit a Worker Geographic Distribution Report (as defined hereinafter) to the Owner in a form satisfactory to the Owner. The "Worker Geographic Distribution Report" is a report that shall provide the following information for each Worker paid, during the most recently closed Quarter, for Work performed on the Project:

- .1 The numbers of hours of Work for which such Worker was paid during such Quarter.
- .2 The Wages (as defined hereinafter) paid to such Worker during such Quarter.
- .3 The Residence of such Worker as of the close of such Quarter.

§13.14.4 The Worker Geographic Distribution Report shall not contain any personally identifiable information about a Worker.

§13.14.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.14.

- .1 "Covered Project" is a project that is both subject to Section 31-53(a) of the Connecticut General Statutes and for which the Contract Sum is \$1,000,000 or greater.
- .2 "Quarter" means a calendar quarter of each calendar year.
- .3 "Residence" is the state and town in which a Worker resides, as reflected in the payroll records of such Worker's employer.
- .4 "Subcontractor" is any subcontractor or sub-subcontractor of the Contractor, which subcontractor or sub-subcontractor employs Workers on the Project.
- .5 "Wages" are the wages that are subject to Section 31-53(a) of the Connecticut General Statutes (including any amounts paid to an employee welfare fund).
- .6 "Worker" is an employee of the Contractor or a Subcontractor (as defined hereinabove), which employee is performing Work on the Project and whose wages for such Work is subject to Section 31-53(a) of the Connecticut General Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be

(Paragraphs deleted)
stopped.

§ 14.1.2 Not Used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner, the Initial Decision Maker and the Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery which loss arises as a direct result of such termination.

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§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause (Paragraphs deleted)

§ 14.2.1 The Owner may terminate, without prejudice and without waiving any other right or remedy the Owner may have, the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .6 Refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion in accordance with the approved construction schedule for the Project as it may be adjusted in accordance with the Contract Documents; or
- .7 Fails to comply with laws, rules, regulations, or directives regarding job site safety; or to comply with the provisions of the Owner's Contractor Environmental Health and Safety Manual, or orders or directives regarding safety issued by the Owner pursuant to the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exists and the Owner determines that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

In lieu of terminating the employment of the Contract as regards the entirety of the Work, the Owner may elect to limit such termination to a portion of the Work and to require the Contractor to proceed with the balance of the Work in accordance with the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be retained by the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause and without prejudice and without waiving any other right or remedy the Owner may have, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part

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for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit as and to the extent provided in the Contract Documents. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, without prejudice and without waiving any other right or remedy the Owner may have, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately and in accordance with instructions from the Owner, proceed with performance of the following duties (regardless of whether or not there is agreement between the Owner and the Contractor as to amounts due to the Contractor and remaining unpaid hereunder):

- .1 Cease operations as specified in the notice;
- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete Work not terminated;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- .4 Proceed to complete the performance of Work not terminated; and
- .5 Take actions that may be necessary or that the Owner may direct for the protection and preservation of the terminated Work.

§ 14.4.3 Upon such termination for the Owner's convenience, the Contractor shall be entitled to recover as its sole remedy for such termination, payment for terminated Work performed in accordance with the Contract Documents prior to the effective date of termination, payment for items associated with the terminated Work that were properly and timely purchased or fabricated off the Project site, delivered and stored in accordance with the Owner's instructions and satisfactorily evidenced demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.

§14.4.4 In calculating the amount payable to the Contractor by the Owner upon termination for the Owner's convenience, the Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§14.4.5 The payment to the Contractor pursuant to this Section may not exceed the total Contract Sum as reduced by:

- .1 The amount of payments previously made by the Owner to the Contractor; and
- .2 The portion of the Contract Sum allocable to Work not terminated.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a properly noticed demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in

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accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

Claims by the Contractor against the Owner must be initiated within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Article 15 shall not commence until a written notice from the Contractor in compliance with the requirements of Section 15.1.3 is received by the Owner. No such claim shall be valid unless so made. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and the Initial Decision Maker.

§ 15.1.3.3 All notices of Claims (whether before or after the period for correction of Work) must state the following in bold capital letters: "**THIS COMMUNICATION CONSTITUTES A NOTICE OF CLAIM**". Any communication that does not include such statement shall not constitute a Claim under the Contract. As regards a notice of reservation of Claim, such notice must state the following in bold capital letters: "**THIS COMMUNICATION CONSTITUTES NOTICE OF RESERVATION OF A CLAIM**". Any communication that does not include such statement shall not constitute a reservation of a Claim under the Contract. In addition, any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the Contractor to enable and to facilitate the Owner's verification and evaluation of the Claim.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

(Paragraphs deleted)

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.2 If the Contractor believes that additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Architect; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension; or (7) other reasonable grounds, the Claim shall be made in accordance with the provisions of this Article 15.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of

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delay on progress of the Work. No such claim shall be valid unless made in accordance with the provisions of this Article 15. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

(Paragraphs deleted)

§ 15.1.7 Waiver of Claims for Consequential Damages
Not Used.

§ 15.1.8 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.1.9 Claims for Concealed or Unknown Conditions: If, upon or subsequent to the Contractor's and its Subcontractors' site visits pursuant to Section 3.2.1 and performance of the tests, examinations, and inspections required by Section 3.2.2, the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor will promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different in the respects noted above and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. Any claim by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the recommendation. The Owner will have the final authority to accept or reject the Architect's recommendations, which decision by the Owner shall be subject to further proceedings pursuant to Article 15.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner will serve as the Initial Decision Maker, unless otherwise indicated in Section 6.1 of the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided substantiating evidence of its Claim, or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.

§ 15.2.2 The Initial Decision Maker will review Claims by the Contractor and within thirty (30) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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EXHIBIT A

§ 15.2.3 In evaluating Claims of the Contractor, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim of the Contractor or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either (1) provide a response on the requested supporting data; (2) advise the Initial Decision Maker when the response or supporting data will be furnished; or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.4.1 If a Claim of the Contractor has not been resolved after consideration of the foregoing, the Initial Decision Maker will render a written decision on the claim, including any change in the Contract Sum or Contract Time or both, which decision shall be final and binding but subject to meeting and mediation pursuant to Section 15.3 of this document and arbitration or litigation pursuant to Connecticut General Statutes Section 4-61 and Section 15.4 of this Contract to the extent applicable.

§ 15.2.5 Not Used.

§ 15.2.6 Not Used.

§ 15.2.6.1 Not Used.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Not Used.

§ 15.3 Mediation

§ 15.3.1 Claims of the Contractor except those waived as provided for in Section 9.10.5 shall be submitted to the meeting and mediation process described in the Sections which follow, prior to and as a precondition to the Contractor pursuing any other available remedy. Claims by the Owner, at the option of the Owner, may be submitted to such meeting process and/or mediation process, and, in such event, Contractor shall be required to submit to and participate in such a meeting and/or mediation. The meeting shall be between the parties and attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

§ 15.3.2 The meeting referenced in Section 15.3.1 shall be held promptly, but not less than fourteen (14) days after a party's request for the meeting. The Contractor shall not submit any claim to mediation in accordance with the provisions of Sections 15.3.1 through 15.3.6 until fourteen (14) days after the date of the meeting.

§ 15.3.3 In connection with any such mediation, a request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of applicable binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a different period of time by agreement of the parties or as modified by court order.

§ 15.3.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from a mutually agreed upon dispute resolution entity if they have been unable to agree upon such appointment within twenty (20) days from the submittal of the request for mediation. If the parties are unable to agree on the dispute resolution entity, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Contract.

§ 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a

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period of sixty (60) days from the date of submittal, or until the parties reach an impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.

§ 15.3.6 Should the Owner request, the Contractor agrees to participate as a party in any mediation proceeding between the Owner and the Architect or other Consultant for the Project in which construction deficiencies, contract breaches, or other alleged wrongful acts by the Contractor are alleged.

§ 15.4 ARBITRATION OR LITIGATION OF CLAIMS

§ 15.4.1 Not Used.

§ 15.4.1.1 Not Used.

§ 15.4.2 Not Used.

§ 15.4.3 Not Used.

§ 15.4.4 Should the Owner have a claim against the Contractor, the parties agree that the Owner, whether or not it elects to proceed with the meeting process or mediation described in Section 15.3, shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the rules of a dispute resolution entity agreed upon by the parties, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association shall apply.

§ 15.4.5 Should the Contractor have a claim against the Owner which has not been resolved by mediation or any other procedure set forth in this Contract, the Contractor's rights to assert its claim against the Owner shall be subject to the provisions of Connecticut General Statutes Section 4-61.

§ 15.4.6 Consolidation or Joinder

§ 15.4.6.1 Should either the Contractor institute an arbitration to the extent authorized by Section 4-61 of the Connecticut General Statutes or the Owner institute an arbitration as set forth herein, the Contractor agrees that any such arbitration may be consolidated, at the Owner's discretion, with any arbitration proceeding involving the Owner and the Architect or other Consultant for the Project in which construction or design deficiencies, breaches of contract, or any other alleged wrongful acts by the Contractor or Architect are alleged.

§ 15.4.6.2 Not Used.

§ 15.4.6.3 Not Used.

ARTICLE 16 OWNER POLICIES

§ 16.1 The Contractor shall, at no additional cost to the Owner, comply with all policies and procedures of the Owner. In the event the Owner establishes new policies or procedures following the execution of the Contract, or makes modifications to policies or procedures in existence at the time of Contract execution, the Contractor shall comply with such new or modified policies or procedures upon receipt of written notice of such new policies or procedures.

ARTICLE 17 SOVEREIGN IMMUNITY

§ 17.1 The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the Owner of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

These General Conditions may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the

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EXHIBIT A

same force and effect as execution of an original. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed General Conditions had been delivered.

Acknowledging agreement to these General Conditions as of _____, 20__.

OWNER (Signature)

Scott A. Jordan
Executive VP for Administration & GFO

Duly Authorized: CGS §§ 10a-109d; 10a-109n
(Printed name and title)

Date: _____

CONTRACTOR (Signature)

Duly Authorized
(Printed name and title)

Date: _____

(Paragraphs deleted)

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EXHIBIT B

State of Connecticut Terms and Conditions

1. **NONDISCRIMINATION.** References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section 1, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "veteran" means any person honorably discharged from, or released under honorable conditions from active service in, the armed forces; (vi) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vii) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (viii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (ix) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (x) "intellectual disability" means a significant limitation in intellectual functioning existing concurrently with deficits in adaptive behavior that originated during the developmental period before eighteen years of age; (xi) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (xi) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

References to "this section" in subsection (b) below means and refers to Connecticut General Statutes § 4a-60 and references to "this section" in subsection (e) below means and refers to Connecticut General Statutes § 4a-60a.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(c) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(1) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (2) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.
- (d) The Contractor shall include the provisions of subsections (b) and (c) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (e) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (f) The Contractor shall include the provisions of subsection (e) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities.

The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The Contractor agrees to comply with the regulations referred to in this Section 1 as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

2. STATE EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Owner shall provide a copy of these orders to the Contractor.

3. ETHICS AND COMPLIANCE

Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor. As required under Connecticut General Statutes §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously.

Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

4. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

*SEEC FORM 11 CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
(Rev.7/18)*

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a

subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties —Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties —Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov v/ see c . Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties,

(iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work,

(iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

5. WHISTLEBLOWING

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6. CODE OF CONDUCT

In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. The Contractor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference.

The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

7. BACKGROUND CHECKS

The Contractor shall comply with all of the Owner's background screening requirements applicable to the Project (the "Screening Requirements"). If the Project is to take place on the UConn Health campus in Farmington, Connecticut, the Screening Requirements will be outlined in the Specifications for the Project. If the Project is located on any other campus of the Owner, the Screening Requirements will be outlined in the Bid Documents for the Project. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent is cleared for work on the Project by the Contractor, in a manner consistent with the Screening Requirements, for performing such services. Without limiting the foregoing, the Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on any campus of the Owner if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the Owner based on a concern of community or individual safety.

Without limiting the obligations of the Contractor under §3.18 of the General Conditions, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the Owner, and all of their employees, agents and/or assigns for and against any claims, suits or proceedings resulting from the failure of the Contractor to comply with the Screening Requirements and/or that are caused in whole or in part by the actions or omissions of the Contractor, any Subcontractor, Sub-subcontractor, their respective employees, or any other person or entity for whom any of them is responsible.