

**PROJECT MANUAL
VOLUME 1 OF 2**

**DIVISION 00 – PROCUREMENT &
CONTRACTING REQUIREMENTS**

BID DOCUMENTS

**2019-02-06 - OSCG&R APPROVAL
2019-02-07 – ISSUED FOR BID**

NEWFIELD+DOWNES



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

**ADDITIONS AND RENOVATIONS
NEW LONDON HIGH SCHOOL
JEFFERSON AVE. & CHESTER ST.
NEW LONDON, CT**

PHASE 2 EARLY HAZ-MAT PACKAGE

STATE PROJECT # 095-0090MAG/N

DATE: JANUARY 17, 2019

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APPENDICES: INFORMATION AVAILABLE TO THE BIDDER

- A. Limited Hazardous Building Materials Inspection Report dated September 13, 2018
- B. Limited Hazardous Building Materials Inspection Report dated January 8, 2019
- C. Lead in Dust Determination Report Former Rifle Range dated May 7, 2018
- D. Lead in Dust Determination Report Auditorium on First Level dated May 23, 2018
- E. Lead in Dust Determination Report Storage Area (Former Rifle Range) dated June 27, 2018

DIVISIONS 03 – 50: NOT INCLUDED IN THIS PHASE 2 SCOPE OF WORK

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Hazardous Materials Abatement Drawings:

- **HM-01:** Ground/Lower Level: April 2019 Scope of Work: 30x42
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END OF SECTION

SECTION 00 1100- INVITATION TO BID

NEW LONDON HIGH SCHOOL
PHASE 2 OF 4 EARLY HAZ-MAT PACKAGE

The Construction Manager (Newfield + Downes) will receive sealed bid proposals for the Bid Packages listed below until **2:00 P.M on Tuesday, February 26, 2019**. **All bids will be received at Purchasing Agent's Office on the second floor at 13 Masonic St., New London CT 06320**. All proposals should be addressed to Newfield + Downes c/o Dedra Aker, Purchasing Agent City of New London. All bids will be publicly opened and read aloud. The work consists of hazardous materials abatement and firing range decommissioning at New London High School.

2.1 Abatement*

Bidders for bid packages marked with asterisk (*) are required to submit a Department of Administrative Services Prequalification Certificate and Update (bid) Statement with their bid. The Contractor shall hold a current "DAS Contractor Prequalification Certificate" from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statute 4a-100, 4b-101 and 4b-91. DAS qualification is required of all bidders, regardless of tier, with contract values in excess of five hundred thousand dollars. Failure to submit these items with the bid may result in disqualification of the bid. Sub bidders prequalification certificates are not required to be submitted with the bid, but must be submitted prior to award. All contractors and subcontractors requiring DAS certification must maintain the certification for the duration of the contract. If you have any questions regarding these requirements, contact the State of Connecticut DAS, at telephone number (860) 713-5280 or visit their web site at www.das.state.ct.us.

This Project is covered under a Project Labor Agreement (PLA) and is open to all bidders. All awarded contractors are required to execute the PLA.

Bid packages designated (SA,M/W/DisBE) are set aside bid packages for DAS Certified minority, women and disadvantaged business owned firms. Bid packages designated (SA,SBE) are set aside bid packages for DAS Certified small business enterprise firms. All set aside bidders must submit a current DAS Certificate with their bid.

The contractors selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith efforts to meet the 25% set-aside goals.

A pre bid meeting will be held for all bidders at the site, New London High School, 490 Jefferson Ave., New London CT 06320 at **3:00 PM on Tuesday, February 19, 2019**. Attendance is **strongly recommended** but not mandatory for all bidders. **Bidders are required to wear proper PPE to enter contaminated spaces in the former Rifle Range and adjacent areas.**

All bidders must have prior experience consisting of no less than three similar projects with an equal or greater value within the last five years. Bidders must provide verification of experience with proposal.

NEW LONDON HIGH SCHOOL
ADDITIONS & RENOVATIONS
Phase 2: Early Haz-Mat Package
State Project #095-0090 MAG/N

All bidders and subcontractors must have a worker's compensation Experience Modification Rate (EMR) of 1.0 or less or be subject to rejection.

Sets of plans and specifications may be obtained on or after **February 12, 2019** for the non-refundable cost of printing, plus shipping and sales tax. Documents can be purchased from **ARC Farmington, 17 Talcott Notch Road, Farmington CT 06032. Email: planwell.farmingtonct@e-arc.com, Phone Number: 860-677-8817** Allow 24-48 hours for print order processing. Documents can be downloaded free of charge from Newfield + Downes. Contact David Girardini (davidgirardini@newfieldconstruction.com) for downloading instructions.

All pre-bid inquiries must be submitted to the Construction Manager by the end of the day on **Thursday, February 21, 2019**.

Construction Manager: Newfield Construction, Inc.	Architect: Antinozzi Associates
225 Newfield Avenue	271 Fairfled Ave.
Hartford, CT 06106	Bridgeport, CT 06604
Phone (860) 509-3022	
Attn: David Girardini (davidgirardini@newfieldconstruction.com)	

No oral, telephone, or telegraphic proposals will be considered. All bids shall stand available for acceptance for a period of ninety (90) days from the date bids are opened.

The Owner and Construction Manager reserve the right to waive any informality in any Bids or to reject any and all bids, or any part of any bid, when it is determined to be in the best interest of the Owner or the Construction Manager to do so. A 10% Bid Security is required from each Bidder, at the time of bid submission. The selected bidder will be required to post Performance and Payment Bonds for the full amount of the Contract Sum. The cost of such bonds shall be included in the bid price. All bidders must comply with all provisions of Connecticut General Statutes 31-53 (Prevailing Wages) and Executive Order #3. The higher wage rate from the Project Labor Agreement or the Connecticut Department of Labor Prevailing Wage Rates shall apply. This Project is exempt from Federal Excise Taxes as well as State of Connecticut Sales Tax to the extent allowed by law.

The City of New London Contractor Preference in Bidding Procedure (New London Code Section 2-73) is not applicable to this Project. The City of New London Responsible Contractor Ordinance is applicable to this Project.

Newfield + Downes is an equal opportunity affirmative action employer/purchaser. Small, Minority, Women and Disabled Businesses are encouraged to bid.

City of New London

Department of Finance- Purchasing Agent
13 Masonic St., New London, CT 06320
Phone (860) 447-5215, Fax: (860) 447-5297

Invitation for Bids
Specifications and Proposal Documents Attached

Bid No.: 2019-15

Opening Date and Time: February 26, 2019 @ 2:00 P.M.

Title: New London High School – Phase 2 Early Haz-Mat Package

Special Instructions: See Newfield + Downes Project Manual and all design documents referenced herein.

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 2019-15

Not to be opened until February 26, 2019 at 2:00PM

Return Bid to:

Dedra Aker, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Bids shall not be accepted after the Opening Date and Time indicated above.

City of New London

Department of Finance-Purchasing Agent
13 Masonic Street, New London, CT 06320
Phone (860) 447-5215, Fax (860) 447-5297

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Bids

Bid No.: 2019-15

PROJECT NAME: New London High School – Phase 2 Early Haz-Mat Package

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 2/12/2019

Date documents received: _____ / _____ / _____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: daker@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.


AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):

New London High School
490 Jefferson Ave.
New London, CT, 06320

THE OWNER:

(Name and address):

City of New London
181 State St.
New London, CT, 06320

THE ARCHITECT:

(Name and address):

Antinozzi Associates
271 Fairfield Ave.
Bridgeport, CT 06640

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.

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User Notes:

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Proposal Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda and Bulletins issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addendums and Bulletins are written or graphic instruments issued by the Construction Manager and the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. Bulletins shall be considered Addendums.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.3.1 A Pre-Bid Meeting will be convened at the job site, New London High School, 490 Jefferson Ave., New London, CT 06320. All prospective bidders are strongly urged to attend, but attendance is not mandatory. See Supplementary Instructions to Bidders for the date, time and place of the Pre-bid Meeting.

§ 2.1.3.2 The project site as identified in the Contract Documents is available for viewing during the pre-bid meeting and at the following times during the pre-bid period:

See Supplemental Instructions to Bidders for date and time.

Site visits shall be strictly limited to the times noted in the Supplementary Instructions to bidders. You must check in with the Newfield + Downes representative upon arrival. ; Do not enter the building without the guidance of a Newfield + Downes representative. Ladders will not be provided.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, Bulletin, Addendum or other documents, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid or the Contract.

The submission of a bid shall be construed as an assurance that the Bidder has examined all the conditions of the bid documents and specifications and will comply with the terms and conditions outlined therein. The Bidder, by submitting a bid, warrants that he is familiar with all applicable laws and codes and acknowledges that he is responsible for compliance. Failure of the Bidder to familiarize himself with the conditions related to the bid documents in no way relieves the Bidder from any obligation with respect to this bid.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the sum, if any, stated therein. Bidding Documents can be downloaded free of charge from Newfield + Downes' Fileshare Site. Go to www.newfieldconstruction.com/weaver (Projects Bidding) for downloading instructions.

(Paragraph Deleted)

§ 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.3 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. All reports and notifications to the Architect with regard to bid document queries and inconsistencies shall be directed to the Construction Manager.

§ 3.2.1.1 Any conflict existing between or within the Drawings and the Specifications and not brought to the attention of the Architect and clarified before bids are submitted shall be resolved on the basis of furnishing the greatest quantity and/or highest quality indicated, without cost to the Contract.

§ 3.2.1.2 Notify the Construction Manager of any duplicated scope of work items in the bid packages. Any duplicated items not addressed by the Construction Manager by bid day shall be included in the bid value for each bid package where the duplication appears. Do not assume the other bidder is responsible for the work.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Construction Manager at least five days prior to the date for receipt of Bids. All Pre-Bid inquiries must be in writing and shall be sent to:

David Girardini
Newfield + Downes
(860) 509-3022
davidgirardini@newfieldconstruction.com

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Bulletin or Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Construction Manager at least ten days prior to the receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.4.1 After the award of the Contract, no substitutions will be considered for the brands specified except upon written request of the Contractor and written approval by the Architect and Owner's concurrence. Substitutions shall be submitted including the entire system and/or assembly attached thereto.

§ 3.3.5 Approval by the Owner and the Architect of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by the Owner or any other trades for changes made necessary to accommodate the substituted item.

§ 3.4 BULLETINS AND ADDENDA

§ 3.4.1 Bulletins and Addenda will be made available for electronic download (free of charge) to all Bidders who are known by the Construction Manager and provide a working email address to the Construction Manager. All bidders are urged to notify the Construction Manager of their intent to submit a bid. All Addenda and Bulletins can be purchased from the printing firm named on the Invitation to Bid. **It shall be the Bidder's responsibility to obtain all Addenda and Bulletins prior to submitting their bid.**

§ 3.4.2 Copies of Bulletins and Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Bulletins and Addenda will be issued no later than two days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Bulletins and Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. It is the Bidder's responsibility to obtain all Bulletins and Addenda.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of a discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." A zero cost bid will be assumed for Alternate Bids left blank.

§ 4.1.6 Combination bids for any combination of bid packages will be accepted, provided the Bidder submits a bid for the individual packages to be combined. Bid combination offers should be submitted by letter in separate envelope marked "Combination Bid for Bid Packages" The letter must be on business letterhead and bear the signature of the individual signing the bid. A separate bid bond is not required for the combination bid. Bid bonds for the individual bids are required.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. **Unsigned bids will be rejected.**

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.1.1 Each Bid shall be accompanied by a Bid Security. Bid Security shall be in the form of a Surety Bond as stated herein or a certified or cashier's check made payable to Newfield Construction in the amount of ten percent (10%) of the Base Bid. The Oblige on the bid bond shall be Newfield + Downes, 200 Stanley St., New Britain CT 06050.

§ 4.2.2 Surety Bid Bonds shall be written on the Form provided and executed by a surety company listed on the current US Department of Treasurer's Federal Register and be licensed to underwrite bonds in the State of Connecticut. Surety Company shall have an A.M. best rating of A- or better. The attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney that matches the date of the Bid Bond.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion (Bid Package Number) of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.1.1 All Bidders shall furnish **one original and two copies** of the following documents with the sealed bid to avoid having the bid rejected for non-compliance. Other documents or certifications may be required to fulfill particular circumstances noted in the project manual and shall be included, if required.

All Bidders shall furnish:

1. Fully executed Bid Form (Section 004100)
2. Notification to Bidders/Contract Compliance Monitoring Report (Section 003135)
3. Form of Bid Security (AIA Document A310 or equivalent, Section 006100)
4. Contractors Qualification Statement (AIA Document A305, Section 005900)
5. Department of Administrative Services SBE or M/W/DisBE Certificate (required for Set Aside Packages)
6. Department of Administrative Services Contractor Prequalification Certificate and Update Statement, if required.
7. Letter from Surety confirming bonding capacity.
8. Affirmative Action Policy Statement.
9. Anti-fracking provision
10. Certification of Bidder Regarding Equal Employment Opportunity
11. Certification of Non-Segregated Facilities.

Each bid shall be sealed in an opaque envelope with the following legibly marked on one side of the envelope:

1. Bid Form Enclosed
2. New London High School
3. Name of Bidder
4. Bid Package Number and Title

If a bid is mailed, an opaque envelope as described above shall be enclosed in an outer envelope with the Bidder's name and business address marked legibly thereon, addressed as follows:

Newfield + Downes
 c/o Debra Aker, Purchasing Agent
 City of New London
 13 Masonic St.
 New London, CT 06320

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.5 Bidders must identify the Bid Package being bid in the space provided at the top of the Bid Form.

§ 4.3.6 Partial bids will not be accepted.

§ 4.3.9 A properly executed AIA Document A305, Contractor's Qualification Statement must be submitted as part of the bid, including financial statements.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.1.1 Negligence on the part of the Bidder in preparing the Proposal shall not justify the withdrawal of such Proposal after all bids have been opened.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.5 Amendment to or withdrawals of Bid received later than the time and date set for Bid Opening will not be considered.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner or Construction Manager shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner or Construction Manager shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Construction Manager's or Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

(Paragraph Deleted)

§ 5.3.3 Prior to the award of a Contract, if so requested, Bidders must present satisfactory evidence that they have been regularly engaged in the business of doing such work as they propose to execute and that they have in place, at the time of bidding, and available the necessary bonding capacity, supervisory staff, labor force, capital, materials and machinery to conduct and complete the work to be contracted for in accordance with the Drawings and Specifications and to begin the work promptly when ordered.

§

5.3.4 A Bid may be rejected if the Bidder cannot show that they have the necessary capital and experience and owns, controls or can produce the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or time specified; and that they are not already obligated for other work which would delay the commencement, prosecution, or completion of this work. A Bid may also be rejected if the Bidder has previously failed to complete a Contract within the time required or had previously performed a similar work in an unsatisfactory manner.

§ 5.3.5 All prime bidders must have a worker's compensation Experience Modification Rate (EMR) of 1.0 or less or be subject to rejection. The Construction Manager and the Owner reserve the right to accept or reject any or all Bids from bidders with an EMR greater than 1.0. This EMR requirement applies to all subcontractors, regardless of tier.

§ 5.3.6 Whenever more than one item is bid, the awarding authority reserves the right to split the bid award individually or grouped items if it is in the Owner's best interest to do so.

§ 5.3.7 Whenever there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

§ 5.3.8 Should the bidder find any omissions, discrepancies, or errors in the contract documents, or should the bidder be in doubt as to the meaning of the documents, the bidder shall immediately notify the Construction Manager who may correct, amend, or clarify such documents by a written interpretation, bulletin or addendum.

§ 5.3.9 The bidder is made aware that acceptance of a bid and award of a contract is contingent on appropriation of funds and approval of the award by the Owner..

§ 5.3.10 The Construction Manager and Owner reserve the right to selectively reject or negotiate unit prices without any affect on the remainder of the bid. Allowance values for allowances based on rejected unit prices shall remain as bid.

§ 5.3.11 All prime bidders must self perform a minimum value of the work equal to five percent (5%) of the contract value. The value of self performed work shall be determined by the sum of the labor and materials for each item of work performed by direct employees of the prime bidder.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.2 SUBMITTALS

§ 6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Construction Manager in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.2.2 The Bidder will be required to establish to the satisfaction of the Construction Manager, Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.2.3 Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Construction Manager, Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Construction Manager, Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute

person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Construction Manager, Owner or Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager, Owner and Architect.

§ 6.2.5 The Bidder shall submit to the Construction Manager at the Scope Review Meeting or upon request the following Contract Compliance Documents:

- .1 Executed Commitment Letter regarding Commission on Human Rights and Opportunities (CHRO) Requirements. (Refer to Section 003135)
- .2 S/M/W/DisBE Strategy Form (Refer to Section 003135)
- .3 Non-Discrimination Affidavit (Refer to State of CT Website, http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 The successful bidder shall furnish at their expense at the time of executing a Contract with the Construction Manager, Performance and Labor & Material Payment Bonds in the penal amounts of 100% of the amount of the Contract. These bonds shall be written on Trade Contractor's Surety's Subcontract Form and shall be executed by the bidder and by a surety company listed on the current US Department of Treasury's Federal Register and be licensed to underwrite bonds in the State of Connecticut. Surety Company shall be rated A- or better by A.M. Best. The terms of all applicable statutes shall be read into, govern, and be made a part of such bonds as if they were specifically included therein. The attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney that matches the date on the Bond. The Bond Oblige shall be Newfield + Downes Joint Venture, 200 Stanley Street, New Britain, CT 06051.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

(Paragraph Deleted)

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

(Paragraph Deleted)

§ 7.2.2 The bonds shall be dated on or after the date of the Contract.

§ 7.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 7.3 FAILURE OF BIDDER TO EXECUTE CONTRACT

§ 7.3.1 When notification of award of Contract is made to the successful Bidder and he does not, within ten calendar days thereafter, execute a Contract in the form herein before mentioned and furnish Satisfactory Bond, his bid Security shall be paid over to and retained by the Construction Manager as liquidated damages.

ARTICLE 8 FORM OF AGREEMENT BETWEEN CONSTRUCTION MANAGER AND CONTRACTOR**§****8.1.1**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on Newfield + Downes Trade Contractor Agreement. Refer to the Bid Documents for a sample agreement. By submission of a bid the Trade Contractor acknowledges the terms of the Agreement and agrees to execute the Agreement without any modifications or conditions.

ARTICLE 9 FAIR EMPLOYMENT PRACTICES

§ 9.1.1 The Bidder agrees and warrants that in the submission of his sealed Bid he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, national origin, sex or physical disability including, but not limited to blindness, unless it is shown by the Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of his sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut.

§ 9.2 STATE SET ASIDE AND CONTRACT COMPLIANCE REQUIREMENTS

§ 9.2.1 The contractors selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. **The M/W/DisBE goal for this project has been increased to 10%.**

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

ARTICLE 10 TAXES

§ 10.1.1 The Owner is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes shall not be included in the Bid Price. The Owner is also exempt from payment of the Federal transportation tax where applicable and such tax must not be included in Bid Price. No exemption certificate is required for this tax. Some items remain taxable. **It is the Contractor's responsibility to determine the taxable status of the items or services being provided.** All applicable taxes shall be included in the Bid Price.

§ 10.1.2 Any non-resident contractor shall obtain and provide the Construction Manager a Certificate from the Connecticut Commissioner of Revenue Services of compliance with Connecticut General Statutes Section 12-430(7) or the Construction Manager will be required to deduct five percent (5%) of all amounts payable to such nonresident contractor and pay it over to the Commissioner of Revenue Services.

ARTICLE 11 CITY OF NEW LONDON RESPONSIBLE CONTRACTOR ORDINANCE

§ 11.1.1 All Contractors for construction projects which utilize apprenticeships or occupations in the performance of contracts are subject to the following requirements:

1. The Contractor shall be affiliated with a State Certified Apprenticeship Program for each apprenticeship trade or occupation represented in its workforce.
2. A minimum of ten (10) percent of the workforce by trade employed by contractors on projects covered by prevailing wage dollar thresholds shall be apprentices and, of this number a minimum of fifty (50) percent shall be in the first year of apprenticeship training.
3. The contractor or subcontractor must show proof of participation in a State Certified Apprenticeship Program prior to being awarded any contracts.

4. This Project is subject to the City of New London employment preference goal that construction jobs be offered to local residents. With respect to work covered by this agreement it is understood that contractors agree to make a good faith effort to employ a work force comprised of twenty five (25%) local residents of New London County, CT participation with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty five percent (25%) female and minority.

SECTION 00 2213- SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

AIA Document A701-1997, "Instructions to Bidders, 1997 Edition, American Institute of Architects, Articles 1 through 8 are bound herein and are hereby made a part of the Contract Documents and shall apply to all Contractors and Subcontractors.

Certain Articles of the AIA Instructions to Bidders are revised or replaced by requirements of the Supplementary Instruction to Bidders, listed below. Such revisions or replacements shall take precedence over the AIA Document A701, "Instructions to Bidders".

Throughout this document the term "Owner" shall mean "Owner and/or Construction Manager with exception of clauses specifically relating to the Owner.

Throughout this document the term "Architect" shall mean "Architect and/or Construction Manager with exception of clauses specifically relating to the Architect.

Throughout this document the term "Addendum" shall mean "Addendum and/or Bulletin".

The following articles, revised paragraphs and clauses have the same numerical designations occurring in the AIA Instructions to Bidders, and all additions follow in direct numbered sequence.

ARTICLE 2 BIDDERS REPRESENTATIONS

Add the following to Paragraph 2.1.3.1:

The Pre-Bid Meeting will be held at New London High School, 390 Jefferson Ave., New London CT 06320 at **3:00 PM on Tuesday, February 19, 2019**. Assemble at the main lobby. **Bidders are required to wear proper PPE to enter contaminated spaces in the former Rifle Range and adjacent areas.**

Pre-bid Site Inspection:

None scheduled. Call to request additional inspections.

SECTION 00 2400 BID PACKAGES

A. Bid Package 2.1 Abatement

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS
This Bid Package includes all Division 00 Sections.

DIVISION 01 - GENERAL REQUIREMENTS
This Bid Package includes all Division 01 Sections.

DIVISION 02 EXISTING CONDITIONS
02 81 00 Transportation & Disposal of Hazardous Materials
02 82 13 Asbestos Abatement
02 83 19 Lead Paint Awareness
02 83 20 Lead Dust Reduction
02 84 34 Presumed Polychlorinated Biphenyl Removal and Disposal

APPENDICES: INFORMATION AVAILABLE TO THE BIDDER

- A. Limited Hazardous Building Materials Inspection Report dated September 13, 2018
- B. Limited Hazardous Building Materials Inspection Report dated January 8, 2019
- C. Lead in Dust Determination Report Former Rifle Range dated May 7, 2018
- D. Lead in Dust Determination Report Auditorium on First Level dated May 23, 2018
- E. Lead in Dust Determination Report Storage Area (Former Rifle Range) dated June 27, 2018

Bid Package Notes:

- 01.01 The Trade Contractor shall be aware that the completion of this project in accordance with the Construction Schedule is critical to the Owner. The Construction Schedule shall be strictly adhered to. The Contractor shall supply the necessary resources to attain the dates put forth in the Construction Schedule.
- 01.02 “Contractor”, “Abatement Contractor” and “Trade Contractor” is the same as “Abatement and Demolition Contractor” throughout these Documents.
- 01.03 A full time, English speaking, superintendent must be on site when work is being performed.
- 01.04 Include all necessary temporary protection required for all work included in this bid package. Damage to existing items are the responsibility of the Abatement Contractor.
- 01.07 Contractor shall complete all rifle range decommissioning, lead dust cleanup, abatement, selective demolition, legal disposal of debris, MEP disconnects and heating piping necessary to complete the work.
- 01.08 Contractor shall include all selective demolition required to access abatement areas.
- 01.09 The contractor shall review and comply with all lead clean up, abatement and disposal requirements.

- 01.10 The contractor shall provide within 5 days of awards all licenses, worker licenses and certifications, and worker fit tests. Provide all submittals including work plans within 10 days of award.
- 01.11 The Abatement Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- 01.12 Prior to contract award, the Abatement Contractor shall submit a written statement regarding whether the Contractor has ever been found out-of-compliance with federal or state asbestos and/or lead regulations pertaining to worker protection, removal, transport or disposal.
- 01.13 Dumpsters: The Abatement Contractor shall include all dumpsters required to perform this scope of work including dumpsters for incidental trash.
- 01.14 All disposal shall be in accordance with the High Performance Building Standards for the Project. The Abatement Contractor shall include all required documentation. Include all pickup and delivery charges, rental charges, tipping fees and legal disposal of debris and hazardous materials. Dumpsters shall be placed and relocated at the direction of the Construction Manager. The Abatement Contractor shall provide protection for dumpsters placed in finished areas. Repairs to finished surfaces caused by the placement or removal of dumpsters shall be the responsibility of the Abatement Contractor.
- 01.15 The Hazmat surveys are furnished for reference only. Quantities are provided as estimates only. Contractor is responsible to verify all quantities. No changes orders will be allowed based on the quantities provided in the reports.
- 01.16 Provide temporary water from existing water sources as required to complete this scope of work. This contractor shall provide all required tempered (hot and cold) water for their decontamination showers.
- 01.17 This trade contractor shall provide all temporary power required for this scope of work. Include any necessary provisions to power equipment.
- 01.18 The Abatement Contractor is responsible for the hiring of licensed electrical and mechanical contractors to perform temporary provisions, disconnects and piping as required. All items shall be made safe. Include all necessary piping to accommodate continued use of the remaining boilers.
- 01.19 Contractor shall furnish and maintain temporary toilets as required for this scope of work.
- 01.20 Include removal and disposal of all fixed shelving and loose items in the lead contaminated areas as follows: Contractor shall separate all non-porous items for proper decontamination using wet-wiping and HEPA vacuuming methods. After being cleaned, non-porous items such as new furniture, new art stools, and athletic equipment shall be turned over to the Owner to be saved elsewhere in the building. All other cleaned non-porous items shall then be disposed of as non-hazardous materials.

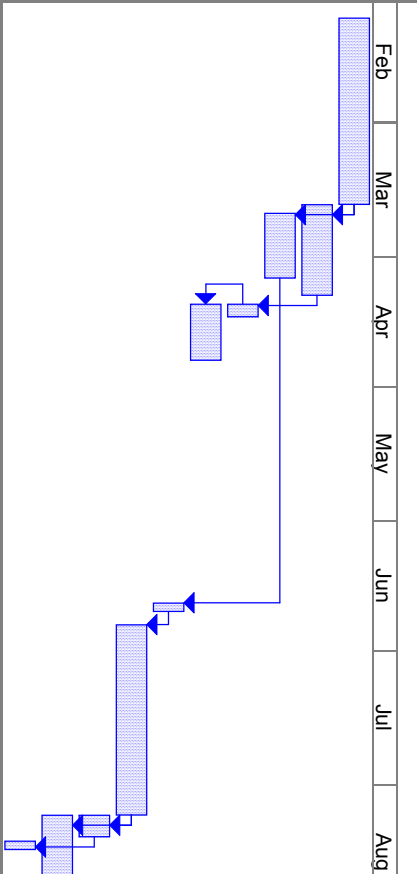
All porous items, movable objects and wood shelving (not limited to paper, uniforms, books, etc.) will be disposed of as Lead RCRA Hazardous Materials.

NEW LONDON HIGH SCHOOL
ADDITIONS & RENOVATIONS
Phase 2: Early Haz-Mat Package
State Project #095-0090 MAG/N









- 01.21 Provide temporary protection of abated expansion joints consisting of stuffed insulation with a glued (to the CMU wall) gypsum board cover over the joint.
- 01.22 Include four hundred (400) pieces of 2" X 2" Styrofoam installed over exposed duct insulation pins after removal of duct insulation. Pieces shall be glued in place. Locations shall be as directed by the Construction Manager.
- 01.23 Include an allowance 4 additional passes with a Blastrac machine over the concrete slab areas in the lead contaminated Storage Rooms (approximately 3,700 sf) which are outside the Rifle Range.
- 01.24 Provide and leave in place OSHA compliant fall protection at the entire perimeter of the depressed slab area at the Rifle Range.
- 01.25 A existing window can be removed to accommodate negative air requirements. Include abatement and disposal of the window as ACM and assumed PCBs. Include secure protection of the opening upon completion of the work. Protection can be 3/4" plywood with supporting framing.
- 01.26 Include temporary protection (minimum 3/4" plywood with necessary framing) of the opening where the existing louver is being removed in the exterior wall.
- 01.27 Include temporary windows for Item 4.
- 01.28 On Drawing HM-002 Asbestos Abatement Note 5 (Remove Sink) is not in this scope of work.
- 01.29 For each individual performing on site work a background check must be submitted to the Construction Manager and approved by the Owner prior to coming on site. The background check shall include: Social Security Number Check, State Criminal Check and a National Criminal Check. The cost for the background checks shall be the responsibility of the Trade Contractor. At a minimum, convicted felons and misdemeanors with a sexual or violent component will be rejected. The Owner has the final say for any crimes or irregularities in the background checks.
- 01.30 Include a self leveling floor underlayment up to 1/2" thick on abated floors on the Main Level (HM-002) in the following rooms and corridors: G108, G109, G110, G111, G112, G114, G115, G129, G134
- 01.31 Include removal of the glued down mat floor in the Art (Fitness) Room G134.

Newfield + Downes

ID	Task Name	Duration	Start	Finish
1	Bidding and Award	31 days	Tue 2/5/19	Tue 3/19/19
3	Submittals	15 days	Wed 3/20/19	Tue 4/9/19
2	Notifications	11 days	Fri 3/22/19	Fri 4/5/19
4	Asbestos Abatement Rifle Range Ceiling	3 days	Fri 4/12/19	Sun 4/14/19
5	Lead Clean Up	12 days	Fri 4/12/19	Wed 4/24/19
6	Remove Furniture (by others)	2 days	Thu 6/20/19	Fri 6/21/19
7	Abatement	32 days	Tue 6/25/19	Wed 8/7/19
8	Floor Underlayment	3 days	Thu 8/8/19	Mon 8/12/19
10	Close Out	10 days	Thu 8/8/19	Wed 8/21/19
9	Replace Furniture (by others)	2 days	Wed 8/14/19	Thu 8/15/19



New London High School Phase 2
Hazmat Milestone Schedule
January 17, 2019

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

SECTION 00 31 35 —CONTRACT COMPLIANCE DOCUMENTS

1.1 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) DOCUMENTS

- A. Set-Aside Plan Format
- B. Notification to Bidders/Contract Compliance Monitoring Report Form (Submit with Bid)
- C. Nondiscrimination Certification Form B (contracts < \$50K) and Form C (contracts > \$50K)
(Submit to CHRO, spencer.hill@ct.gov) (Submit at Scope Review)
- D. Checklist for Contractors on Municipal Public Works Contracts (link to forms online)
(http://www.ct.gov/chro/lib/chro/Municipal_Checklist_for_Contractors.pdf)
- E. Good Faith Effort (CHRO Definition)
- F. CHRO Records Retention Notice

1.2 SAMPLE COMMITMENT LETTER (Submit at Scope Review)

1.3 S/M/W/DisBE STRATEGY FORM (Submit at Scope Review)

SET-ASIDE PLAN FORMAT

Effective 08/15/2010

COVER PAGE

Company Name: _____

Company Address: _____

Telephone No.: _____

FAX No.: _____

E-mail Address: _____

Web Site Address: _____

Date Submitted: _____

AAP Prepared By: _____

(Please Print)

(Please Print)

Name of AA/EOE Officer

(Please Print)

Name and Title of the Head of the Company

This Set-Aside Plan is submitted for: _____

(Name of Project)

State Contract Number: _____

Awarding Agency: _____

Contract Value: _____

M/W/DisBE Value as Assigned by the Awarding Agency: _____

SBE Value as Assigned by the Awarding Agency: _____

TABLE OF CONTENTS

Note: Set-Aside Plan that meets all the requirements of the following sections, must be filed for **each** state project.

ANY SUBMISSION THAT DOES NOT STRICTLY ADHERE TO THIS PLAN'S FORMATTING WILL NOT BE REVIEWED.

ANY SECTION THAT DOES NOT INCLUDE A RESPONSE TO SAID SECTION AND/OR ITS SUBSECTIONS HEREIN WILL BE DISAPPROVED.

Section Number/Title:	Page Number:
1. Policy Statement	3
2. Internal Communications	5
3. External Communications	6
4. Project Description, Timeline and Trades Involved	7
5. Subcontractor Availability Analysis	8
6. Minority Business Enterprise Project Goals and Timetable	12
7. Project Reporting and Monitoring Procedures	14
8. Concluding Statement	24

SECTION 1

Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Sections 4a-60(a)(1), 4a-60a(a)(1); 46a-68c, 46a-68d , P.A. 07-142, Contract Compliance Regulations Section 46a-68j-27(1)

Contractors shall create a policy statement that includes, but is not limited to, the following information:

- A. Identify the individual assigned affirmative action responsibilities;
 - B. Affirm the Contractor's commitment to achieve Equal Opportunity Employment through affirmative action for certain defined protected classes of persons;
 - C. Pledge the Contractor's best good faith efforts to attain the objectives of the plan [Sec 46a-68j-27(1)].
-

INSTRUCTIONS:

On the next page is an EXAMPLE of an *Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement* that illustrates what may be included in your company's *AA/EOE Policy Statement*.

NOTE: If your company's *AA/EOE Policy Statement* lists the protected classes or if it lists each basis (that under Connecticut Law) an employer cannot discriminate then your lists must be inclusive (for an up to date listing of prohibited forms of employment discrimination, please refer to the *Discrimination Is Illegal* notice.)

This policy statement must be signed and dated by the head of the company. The signature must be original.

SAMPLE

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY
EMPLOYMENT POLICY STATEMENT**

XYZ Company will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut¹. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

XYZ Company shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

¹ If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (**Insert Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (**Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

I have expressly advised (**Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer**) of his/her legal responsibilities as **XYZ Company's** Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and **XYZ Company** pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

SECTION 2
INTERNAL COMMUNICATIONS
Information Provided to Employees/Work Force

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(3); Contract Compliance Regulations Section 46a-68j-27(2)

The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its workforce [Sec. 46a-68j-27(2)].

An employer, employment agency or labor organization is required to post notices regarding statutory provisions, as the commission shall provide [C.G.S. Sec. 46a54(13)]

An employer with three or more employees is required to post in a prominent and accessible location a notice concerning the illegality of sexual harassment and the remedies available to victims of sexual harassment [C.G.S. § 46a- 54(15)]

INSTRUCTIONS:

1. Describe in your Set-Aside Plan the specific actions your company takes to communicate its Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement (see Section 1) and its AA/EOE hiring commitment to its workers. For example, do you distribute your AA/EOE Policy Statement (found in Section 1) to your new hires during orientation? Do you include a copy of your AA/EOE Policy Statement to all your employees with their paycheck every month? Do you post your AA/EOE Policy Statement in prominent and accessible locations? Please describe the locations.

2. Demonstrate in your AAP, that your company complies with posting requirements prohibiting discrimination by describing in detail where in your business office, and on project sites your company posts the *Discrimination Is Illegal* notice. Please attach a copy of the notice your company posts.

3. Demonstrate in your AAP, that your company complies with posting requirements prohibiting sexual harassment by describing in detail where in your business office, and on project sites your company posts the *Sexual Harassment Is Illegal* notice. Please attach a copy of the notice your company.

NOTE: Please be sure the notices that your company posts are current. You may obtain updated notices on CHRO's website at www.ct.gov/chro and clicking on *Publications* at the top of the site page.

SECTION 3
EXTERNAL COMMUNICATIONS
Information Provided to the Public

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(2), (3), 4a-60a(a)(2); Contract Compliance Regulations Sections 46a-68j-23(9), 46a-68j27(3)

The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements; [Sec. 46a-68j-27(3)].

INSTRUCTIONS:

1. In this section of the AAP, contractors should include a statement indicating that in all advertisements **and** business with the public, it will hold itself out as an

“Affirmative Action/Equal Opportunity Employer or AA/EOE.”

2. To demonstrate your company’s commitment to its statement, please attach examples of three different forms of external communication (e.g. letterhead, letters of transmittal, bid notification, purchase order, fax cover sheet, etc.) sent out by your company indicating that you are an AA/EOE.

NOTE: If your company’s forms of external communication do not currently indicate your company is an AA/EOE, and your company’s forms of external communication are not created in-house, please include a statement ensuring that upon reordering such forms; your company’s external communication will indicate it is an AA/EOE. Please include samples of how your revised forms of external communication will appear. **Statements that have been made to such for more than one (1) year are unacceptable.**

SECTION 4
Project Description, Timeline, and Trades Involved

INSTRUCTIONS:

This section of the AAP should list the trade categories that will be needed to perform the work of this specific project (include those to be employed by your Company and all subcontractors).

1. Briefly describe the work involved in this project.
2. Estimate (mm/dd/yyyy) when construction will commence. If the project has already begun, please provide the actual project mobilization date (mm/dd/yyyy).
3. Estimate (mm/dd/yyyy) when construction will be completed. If the project is complete, then please provide the project end date (mm/dd/yyyy).
4. List all of the types of “trades”-related work to be performed on this project that your company will be hiring a subcontractor(s) to perform (do not provide the name of the subcontractor(s), just identify the trade). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all trades required to be performed on this project.**
5. List all specific types of materials to be used for this project that your company will be hiring a Vendor(s) to supply (do not provide the name of the vendor(s) just identify the type of supplies/materials to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all materials required to be utilized for the completion of this project.**
6. List all specific types of non trades-related services to be used for this project that your company will hire a service company to provide (do not provide the name of the company just identify the type of services to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all non-trades-related services to be utilized for the completion of this project.**
 Ex: Port-a-lets
 Trucking Driver Only – No Labor Involved
7. List the any circumstance for which you will be hiring a broker. Do not list the name of the brokerage firm.
8. List all trades that will be performed by your company’s employees.
9. List all supplies that will be manufactured by your company for use on this project.

SECTION 5
Subcontractor Availability Analysis

Point of Statutory and/or Regulatory Reference: Connecticut General Statutes section 4a-60 and 4a-60g as amended by Public Act 09-158; and Regulations of Connecticut State Agencies Section 46a-68j-28(2):

Applicable portions of the general statutes subsections of Section 4a-60(a) as amended state:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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 and 46a-68f; and

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

(b) 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 project.

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

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

Regulations of Connecticut State Agencies §46a-68j-28(2) states the following:

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253.

In addition to the elements in Section 46a-68j-27, plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

2. *Subcontractor Availability Analysis.* When a contractor intends to subcontract all or part of the work to be performed under a State contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

Also see Conn. Gen. Stat. sections 4a-60g, 46a-68b, §46a-68c, §46a-68d and §46a-68e.

When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials [Sec. 46a-68j-28(2)].

INSTRUCTIONS: Use WBE for a woman owned business, MBE for an ethnic minority owned business, DisBE for a business owned by a person(s) with a disability, and SBE for a small business that is not one of the aforementioned.

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors/vendors are solicited for bids at different stages of the project, Contractors must continuously file this section at each stage of the bidding process, until the Contractor has provided evidence of its good faith efforts to achieve the set-aside goals at each stage.

PART A: List all the sources used by the company to find S/M/W/DisBE subcontractors and/or vendors for **this** project only.

- Ex: DAS Supplier Diversity Website www.webaddress.com
- Minority Contractor Weekly 1234 Diversity Lane, Hartford, CT 06010
(See attached ad as it appeared in the weekly)
- Women In Construction Lisa Doe,
Business Construction Recruiter
5678 Diversity Lane, Hartford, CT 06010
- Ready and Able Ron Doe
Disabled Construction Recruiter
9101 Diversity Lane, Hartford, CT 06010

PART B: List every SBE/MBE/WBE/DisBE subcontractor and/or vendor that your company solicited to bid on **this** contract, as shown in the example below. Indicate each subcontractor’s trade(s). Indicate why you solicited each of the listed DAS certified companies, as shown in the example below (i.e. to perform what trade or to supply what materials/services).

- | | | |
|------------------------|-------|-------------------|
| Ex: ABC Construction | SBE | Carpentry |
| Carpenter’s LLC | DisBE | Carpentry |
| Hard Knocks Woodwork | MBE | Carpentry |
| Rumor Mill | MBE | Mill Work |
| The Mill Worm | MBE | Mill Work |
| Piece Mill | WBE | Mill Work |
| XYZ Material Suppliers | WBE | Hardwood Supplier |
| Best Floor Co. | DisBE | Hardwood Supplier |
| Got 2 Go | MBE | Port a lets |
| Number 1 | SBE | Port a lets |
| When Nature Call | SBE | Port a lets |

PART C: Indicate what became of each DAS certified subcontractor/vendor you listed in Part B during the bidding process. You must be able to explain and document to CHRO the reason(s) why your company did not award a subcontract to the companies you solicited in Part B, as shown in the example below, thus a vague response such as “Bid Received”, “Called/Left Message”, “Said Will Bid”, etc. are insufficient. Use “Awarded” as the only bid result for those companies that you will utilize for this project.

- | | |
|----------------------|----------------|
| Ex: ABC Construction | Bid Incomplete |
| Carpenter’s LLC | Bid Too High |
| Hard Knocks Woodwork | Bid Too High |
| Rumor Mill | Awarded |

The Mill Worm	Bid Too High
Piece Mill	Bid Not Accepted – Received Late
XYZ Material Suppliers	Bid Too High
Best Floor Co.	Bid Too High
Got 2 Go	Bid Too High
Number One	Refused To Bid
When Nature Calls	Scheduling Conflict

PART D: List all non-DAS certified companies (including brokers) that you expect to perform on this project or to supply material/services (i.e. companies not already accounted for in Part B & Part C). This list must inform CHRO what trades, materials, or services the companies listed will provide. Any company performing a specialized trade or supplying specialized materials/services must be indicated and accompanied by a letter attesting to such from (i.e. signed) by the awarding agency. See the example below.

Ex: Color Coded Painting, LLC	Carpentry
Pristine Port a lets	Port a lets
Boltz, Inc.	High and Low Voltage Installation*

* The electrical portion of this project is specialized and can only be performed by Boltz, Inc. Please see the attached letter verifying such, in detail, from the project manager at the awarding agency.

****** RECORDS RETENTION NOTICE ******

The CHRO is authorized to audit your company records regarding contract compliance at any time during or after the performance of this project. You must develop and maintain detailed records of your solicitation of and responses from each company listed in this section in the event CHRO requests documentation. See Conn. Gen. Stat. §4a-60(a)(5), §4a-60g(g). If you solicit in writing you must keep those written documents (letters, facsimiles, emails, etc.). If you solicit by phone you must keep written notes about those solicitations and the CHRO may seek phone records. Records are subject to the CHRO’s verification with any or all contractors, subcontractors and/or suppliers of materials solicited. Records must be retained for at least 2 years after the contract is performed.

Contracts with brokers or portions of contracts that involve brokering activity are generally not considered toward set-aside program goals. To be considered toward a set-aside goal, an SBE and/or MBE/WBE/DisBE firm must satisfy a number of requirements, including the requirement that the firm must perform at least 30% of the contracted work with its own workforce. A broker would not perform the contracted work with its own workforce.

A broker is a contractor/subcontractor that contracts with the state and/or contracts on state financed construction to provide trade work, supplies and materials and/or services, but

- It does not perform the trade work,*
- It does not have the same types of materials or supplies in its inventory,*
- It does not have the equipment or employees to perform the services.*

SECTION 6
Minority Business Enterprise Goals and Timetables.

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(3)

Based upon the availability of minority business enterprises calculated in Sec 46a-68j-28(2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The Plan shall detail what steps it took to make such opportunities available (Sec. 46a-68j28(3)).

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file Attachment IIIa see Section 12) by week, month, or quarter (as determined by CHRO) listing all SBE/MBE/WBE/DisBEs subcontractors/vendors with whom contracts have been signed during that period.

INSTRUCTIONS:

On Attachment III :

- Provide all the information requested in the Attachment III.
- List all the MBE's, WBE's, and DisBE's you designated in Section 11, Part C as "Awarded" in the top portion ("A") of Attachment III.
- List all the SBE's you designated in Section 11, Part C as "Awarded" in the bottom portion ("B") of Attachment III.
- Input all percentages requested in the Attachment III.

Once your Plan is approved, you may not add or delete any of the companies nor alter any of the contract values as listed on the Attachment III of your approved plan, except as follows.

Attachment III may be altered after your Plan is approved only if you submit:

I. A Cover Letter:

- A) requesting acknowledgement of the change;
- B) detailing why CHRO should grant the change; and
- C) documentation to support your request in the follow forms:
 - 1) if requesting acknowledgement of a removal: out of business verification, Change Order eliminating a subcontractor's portion of the project from the awarding agency, etc.);
 - 2) if requesting acknowledgement of an addition: a copy of the current DAS certification; and

II. A Revised Attachment III bearing the MM/DD/YYYY of the revision and incorporating the requested change.

NOTE: Upon a project's completion, only those companies that are listed on the latest approved Attachment III, and who have maintained a current DAS certification throughout the duration of the project, will be utilized in CHRO's final calculations of actual goal achievement upon the project's completion.

Attachment III

Small Contractor and Minority Business Enterprise Goals and/or "Good Faith Effort"

Total Project Value is \$ _____. Project has SBE requirement of _____ %, which include MBE requirement of _____%; OR, Project requires only "good faith effort" for MBE contractors _____.

A. Please identify MBE/WBE/DisBE subcontractors who will participate on the project.

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
			Total amount of MBE, WBE, & DisBE contract values: \$ _____	(Total amount of MBE, WBE, & DisBE contract values ÷ project value x 100) = _____%

B. Please identify SBE contractors who will participate on the project.

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
			Total amount of SBE contract values: \$ _____	Total amount of SBE contract values ÷ project value x 100= _____%
Total amount of all contract values listed in A & B =				Total amount of all contract values listed in A & B ÷ project value x 100 = _____%

Please use additional sheets if necessary

****** CHRO encourages your company to not just meet its set-aside goals, but to surpass them in order to ensure project circumstances (i.e. delays, change orders, decrease between estimate amount and contract amount, etc.) does not cause your company to fall below its set-aside goals achieved in its approved Set-Aside Plan.******

A current copy of the DAS certificate must be attached to this section for each subcontractor/vendor listed on Attachment III. ***Without a current copy of each company's current DAS certification, the value of the contract will not be taken into account for the determination of whether your company has met its set-aside goals.***

For projects with the Connecticut Department of Public Works (DPW), the general contractor cannot utilize its DAS Certification for the purpose of achieving the set-aside goals.

SECTION 7
Project Reporting and Monitoring Procedures

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-23(6), 46a-68j-23(8), Conn. Gen. Stat. Section 4a-60(a)(5), 46a-68e

Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs, and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe (C.G.S. Sec. 46a-68e).

INSTRUCTIONS:

Please provide a statement that your company will file all monthly and quarterly reports as directed by CHRO, and will require its subcontractors and/or vendors to do likewise. This statement should also indicate that your company will forward the original reports to CHRO, and copies will be sent to the awarding agency.

- Forms are due each month of the project's duration with filing to commence thirty (30) days after the project's start date.
- Forms must contain original signatures, printed names & titles of persons signing.
- A copy must be kept at the General Contractor, Subcontractor, Supplier or Service Provider's office for reference when filing Form 257b.
- A copy of all reports must be sent to the awarding agency.

I. General Contractor:

- Form 257 (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started.
 - For the months employee(s) did not work on the project site, fill out one form for each month & check the box marked "Did not perform work on this project for this month" which is located at the bottom of the form.
 - If employee(s) then returned to the project site and began working after the months they were not working at the project site, fill out a Form 257, one for each month.

Ex: If employee(s) did not work in Jan. fill out a Form 257 for the month of Jan. & check the "Did not perform work on this project for this month" box.

If employee(s) worked Feb & Mar fill out a Form 257, one for each month, indicating the hours these employees worked during those months.

- The last month any of the employee(s) worked on the job (i.e. the month the company walked off the project site) fill out a Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
- Form 257a (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on the site.
 - If no non-trade worker employee(s) are on the site, do not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month any of the employee(s) worked at the project site, the fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257’s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If an employee returns to the job to do punch list items or other events after filling out **FINAL** filings a Revised FINAL Form 257 for the months that they worked on the punch list items, as well as a Revised FINAL Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”
- Form 258a (Monthly Payment Status Reports)
 - If the project’s anticipated duration is 12 months or less, fill out Form 258a every month from the date that the project started except for the project’s quarter months.
 - Ex: If the project began in Jan., fill out Form 258a for Jan., Feb., but not for March (e.g. third month of the project, thus the project’s quarter month).
 - If you are filing out a Form 258a for the last month of the project write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - If the project’s anticipated duration is in excess of 12 months, do not fill out Form 258a.

- Form 258 (Quarterly Payment Status Report)
 - If the project’s anticipated duration is in excess of 12 month, fill out Form 258 every project quarter month from the date the project started.
 - The Form 258 filed for the last quarter of the project’s duration must indicate **“FINAL”** in BIG BOLD letters.

The General Contractor sends the following reports to CHRO:

- Form 2528a (Monthly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 258 (Quarterly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 257 & Form 257a (Monthly Employment Utilization Report) from subcontractors.
- Form 257 & Form 257a (Monthly Employment Utilization Report) from the General Contractor .
- Form 257b (Cumulative Employment Utilization Report) from subcontractors & the General Contractor.
- Form 259 (Monthly Materials Consumption Report) from Material Suppliers & Service Providers.

II. Material Suppliers/Service Providers:

- Form 259 (Monthly Materials Consumption Report)
 - Material Supplier/Service Supplier submits every month from the date that the project started. The officer of the company signs in the box that corresponds as to whether they “Did Supply Materials” that month or they “Did Not Supply Materials” that month.
 - At the end of the last month in which the material/servicer provider provided material or service for this project, the officer of the company must write at the bottom of the form in BIG BOLD letters **FINAL**.

III. Subcontractors (Sub):

- Form 257 (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started and not from the date that specific sub began.
 - For the months in which the sub did not work on the project site, the sub still fills out one Form 257 for each month & checks the box marked “Did not perform work on this project for this month” which is located at the bottom of the form.

- For whatever months the sub does work on the project site, the sub fills out a Form 257, one for each month indicated the hours its employee(s) worked on the project for the month specified on the Form 257.
 - EX: If the sub did not work in Jan. they fill out Form 257 & check the “Did not perform work on this project for this month” box.
 - If the sub worked Feb. & March they fill out the hours on Form 257, one for each month.
 - If the sub finishes its work in April they fill out Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.

- Form 257a (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on site.
 - If no non-trade worker employees are on the site, then the sub need not submit Form 257a.

- Form 257b (Cumulative Employment Utilization Report)
 - The last month the sub finishes its work on the project site, that sub must fill out Form 257b (as well as a **FINAL** Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the trade personnel have worked on the project. Therefore, if you add up all of the hours for each of the Form 257s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.

- Punch List Items or Other Events
 - If a sub returns to the job to do punch list items or other events after filling out **FINAL** filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”

Additional copies of CHRO forms and further instructions can be obtained by logging onto www.ct.gov/chro and clicking on “Forms” and then selecting the required from under the second heading “Form and Reports for Construction Workers.”

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>	PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
--	---	--	--	---

GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report):	STATE AWARDING AGENCY:
--	--	------------------------

5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES			
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE						7. MINORITY PERCENT	8. FEMALE PERCENT
		M	F	M	F	M	F	M	F	M	F						
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	TOTAL JOURNEY WORKERS																
	TOTAL APPRENTICES																
	TOTAL TRAINEES																
	GRAND TOTAL																

11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
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Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103	1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257A)	PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____											
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):		STATE AWARDING AGENCY:											
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>	6. WORK HOURS OF WORKERS (OTHER THAN TRADE WORKERS) EMPLOYED ON PROJECT							9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES						
	6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT	8. FEMALE PERCENT		M F	M F
	M	F	M	F	M	F	M	F	M	F	M	M F		M	F
GRAND TOTAL WORKERS															
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE					12. TELEPHONE NUMBER (Including area code)					13. DATE SIGNED			PAGE _____ OF _____		

Form CHRO 257a

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103			1. CUMULATIVE EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257b)		PROJECT AREA (MSA): _____		2. EMPLOYERS FEIN NO. _____		3. PROJECT PLAN GOALS MINORITY: _____ FEMALE: _____		4. PROJECT DURATION START DATE: _____ END DATE : _____						
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):						STATE AWARDING AGENCY:							
5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. CUMULATIVE WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. CUMULATIVE NUMBER OF EMPLOYEES M F		10. CUMULATIVE NUMBER OF MINORITY EMPLOYEES M F			
		6a. CUMULATIVE HOURS BY TRADE M F		6b. BLACK (Not of Hispanic Origin) M F		6c. HISPANIC M F		6d. ASIAN OR PACIFIC ISLANDERS M F		6e. AMERICAN INDIAN OR ALASKAN NATIVE M F						7. CUMULATIVE MINORITY PERCENT	
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
CUMULATIVE TOTAL JOURNEY WORKERS																	
CUMULATIVE TOTAL APPRENTICES																	
CUMULATIVE TOTAL TRAINEES																	
CUMULATIVE GRAND TOTAL																	
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)				13. DATE SIGNED				PAGE _____ OF _____					

FORM CHRO 257b

**** NOTE: The purpose of this report is to be a CUMULATIVE Employment Utilization Report (257b); cumulative meaning the total sum of all the 257s filed by your company throughout the duration of this project. Please submit this *Cumulative Employment Utilization Report (257b)* with your *FINAL 257* filing. If punch list items or other events require your company to return to the project after such filings, than please submit a *Revised 257b* with your *Revised FINAL 257*.**

**MONTHLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount <i>(Indicate & attach all Change Orders)</i>	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103
Copies to: 1) Awarding Agency
 2) Contractor's Company File

Form CHRO 258a (for projects less than 12 months or as directed by CHRO).

**QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount <i>(Indicate & attach all Change Orders)</i>	Total Payment this Quarter	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103
Copies to: 1) Awarding Agency
 2) Contractor's Company File

Form CHRO 258

MONTHLY MATERIALS CONSUMPTION REPORT

(CHRO FORM-259)

<p>Contract Compliance Unit The Commission on Human Rights and Opportunities 450 Columbus Blvd Ste 2 Hartford CT 06103</p>	<p align="center"><u>MONTHLY MATERIALS CONSUMPTION REPORT</u></p> <p align="center">(CHRO FORM-259)*</p> <p>* TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."</p>
<p>NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>STATE CONTRACT NUMBER: _____</p> <p>PROJECT NAME: _____</p> <p>STATE AWARDING AGENCY _____</p> <p>REPORTING PERIOD FROM: _____ TO: _____</p>
<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ /Date: _____</p> <p>Signature of the Head of the Company</p> <p>_____</p> <p>Printed Name and Printed Title of Person Signing</p>	<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ /Date:-- _____</p> <p>Signature of the Head of the Company</p> <p>_____</p> <p>Printed Name and Printed Title of Person Signing</p>

SECTION 8
Concluding Statement

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(10)

Set-Aside Plans shall contain a concluding provision signed and dated by the contractor stating that the contractor:

- A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief;

 - B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.
-

INSTRUCTIONS:

The *Concluding Statement* must be signed and dated by the head of the company and by the AA/EOE Officer. The signatures must be original.

SAMPLE

CONCLUDING STATEMENT

I have read and pledge my full support to all sections of this Set-Aside Plan, and the commitments therein, are true and correct to the best of my knowledge and I pledge my “best good faith efforts” to achieve the objectives of the Plan within the established time frames.

The implementation of the goals in this Plan will be evidence that XYZ Company is willing to cooperate with the Commission on Human Rights and Opportunities in its effort to promote Equal Opportunity Employment and affirmative action in the State of Connecticut. I will continue my commitment and total support to the principles of a strong Set-Aside Plan for this Company.

Date

Head of Company’s Signature

Printed Name and Printed Title

Date

AA/EOE Officer’s Signature

Printed Name

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____, of _____,
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory)

(Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit By Entity For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____ .
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20 ____.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

**Checklist for Contractors
On Municipal Public Works Contracts
Effective October 1st, 2015**

- Attend pre-bid meeting (if applicable)
- Discuss any parts of the contract that require special materials, equipment or installation that cannot be subcontracted (e.g. specialized medical equipment that can be installed by specific companies only)
- Complete [non-discrimination affidavit form](#) and submit to CHRO (email Spencer.Hill@ct.gov) (This only needs to be done once every two years - [check contractor affidavit list](#))
- Submit bid documents (be sure to read CHRO language and set-aside requirements) (complete the [Notification to Bidders/Contract Compliance Monitoring Report](#) - which is included in the bid information - and return with your bid)

Selected Contractor

For projects greater than \$50,000 but less than \$500,000 in state funds

- Review award notice from municipality and follow instructions
 - If contractor has less than 50 employees submit a [Set-Aside Plan](#) to CHRO within 30 days of execution of contract
 - Contractors with 50 or more employees shall file an [Affirmative Action Plan](#) within 30 days of the execution of contract

For projects greater than \$500,000 in state funds

- Review the intent to award notice from municipality and follow instructions
 - Submit an Affirmative Action Plan to CHRO prior to award of contract
 - Receive approval of Affirmative Action Plan prior to award of contract

Other filing requirements

- Send a copy of a letter of transmittal to the municipality to confirm an Affirmative Action Plan or Set-Aside Plan was filed with CHRO
- [File monthly reports as required](#)
 - [Monthly Employment Utilization Report](#) (257/257a)
 - [Monthly SBE/MBE Status Report](#) (258/258a)
 - [Monthly Materials Consumption Report](#) (259)
 - [Cumulative Employment Utilization Report for end of project](#) (257b)
- Respond to request for closeout documents from CHRO, including, but not limited to:
 - [Final SBE/MBE Status Report](#) (258/258a)
 - Lien Waivers
 - Letter of Substantial Completion (when applicable)



State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
Promoting Equality and Justice for all People

What is a Good Faith Effort?

A contractor's good faith efforts shall be determined using the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. [See C.G.S. §4a-60 and 4a-60g, as amended and Regulations of Connecticut State Agencies §46a-68j-28(2)]

*Examples include, but are not limited to:

- Contractors are expected to draw from MBE/WBE/DisBE by consulting with various (at least 3) sources, including the State of Connecticut Department of Administrative Services (DAS) Supplier Diversity Program (<http://www.biznet.ct.gov/SDSearch/SDSearch.aspx>)
- Contractors are expected to allow minority and small businesses to competitively bid against each other by soliciting at least three (3) per trade/material/service, or provide an explanation as to why the trade/material/service was not solicited to at least three (3) SBE/MBE/WBE/DisBEs
- Use concise responses for bid results (avoid vague responses such as "did not bid" or "no response"; use responses to show follow-up)
- Contractors are expected to solicit bids only from those subcontractors and/or vendors who can provide the trade/material service
- Contractors are expected to include all trade/material/service within the company's bidding process or provide an explanation with reference as to why the trade/material/service was not solicited to at least three (3) SBE/MBE/WBE/DisBEs

*This is not an exhaustive list



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Promoting Equality and Justice for all People

Notice Regarding Record Retention

The CHRO is authorized to audit your company records regarding contract compliance at any time during or after the performance of this project. You must develop and maintain detailed records of your solicitation of and responses from each company listed in this section in the event CHRO requests documentation. See Conn. Gen. Stat. §4a-60(a)(5), §4a-60g(g). If you solicit in writing you must keep those written documents (letters, facsimiles, emails, etc.). If you solicit by phone you must keep written notes about those solicitations and the CHRO may seek phone records. Records are subject to the CHRO's verification with any or all contractors, subcontractors and/or suppliers of materials solicited. Records must be retained for at least 2 years after the contract is performed.

SAMPLE COMMITMENT LETTER

ABC Company
Xx Main St.
XXXXX,

(Month), dd, 201x

Mx. XXXXXXXXX(Project Mgr. or Project Exec.)
Newfield + Downes
225 Newfield Ave.
Hartford, CT 06106

Re: (Insert Project Name)XXXXXXXXXX - Bid Package XXXXXXXXXXXX

Dear Mx. (Insert Project Mgr or Project Exec)XXXXXX,

ABC Company herewith commits to meet or exceed Newfield + Downes's goals for Small, Minority, Women and Disabled Business Enterprises (collectively S/M/W/DisBE) participation.

While the statutory goals for the Project are 25% of the value of this subcontract for SBEs of which 25% (6.25% of the total subcontract value) are for M/W/DisBEs. We propose to meet these requirements by engaging the Department of Administrative Services (DAS) Certified firms listed on the accompanying S/M/W/DisBE Strategy Form. See attached SBE/M/W/DisBE solicitations or proposed solicitations for each proposed category.

The undersigned represents that the listed percentages are legitimate and shall issue a Letter of Award and enter into an Agreement with DAS Certified S/M/W/DisBEs and maintain the stipulated percentages as part of the execution of the contract work. ABC Company will continue to solicit proposals from DAS Certified S/M/W/DisBEs for subcontracted work and material procurement for the duration of the project.

ABC Company has reviewed and understands the Commission on Human Rights and Opportunities (CHRO) workforce utilization goals for this Project:

- A. Minority Male Workers: A goal of 13.7% (with a desire to be exceeded) of the Project man hours.
- B. Female Workers: A goal of 2.1% (with a desire to be exceeded) of the Project man hours

ABC Company has executed and filed a *Non-Discrimination Affidavit* and has submitted a *Notification to Bidders/Contract Compliance Monitoring Report Form* to Newfield + Downes (copies attached). Additionally, ABC Company will endeavor to meet or exceed all contracting and workforce utilization goals, file the required CHRO Set-Aside Plan for approval and provide all required documentation as part of the execution of its contract work. ABC Company acknowledges that release of payment is contingent upon receipt of all project related documentation.

Sincerely,

Authorized Company Rep
Title

Enc.

Note: This Commitment Letter with the S/M/W/DisBE Strategy Form, Non Discrimination Affidavit (executed copy) and completed Bidders/Contract Compliance Monitoring Report (required with bid) must be submitted to Newfield at the scope review meeting and must be included in Newfield + Downes' Recommendation of Bid Package Award Letter.

SECTION 00 31 36 —CITY OF NEW LOONDON REQUIREMENTS

1.1 Affirmative Action Policy Statement

1.2 Anti-Fracking Provision

1.3 Certification of Bidder Regarding Equal Employment Opportunity

1.4 Certification of Non-Segregated Facilities

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

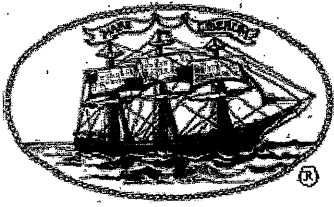
It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Anti-Fracking Provision

We _____ hereby submit a bid for materials, equipment and /or labor for the City of New London. The Bid is for bid documents titled **Bid No. 2018-XX** . We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of New London as a result of the submittal of this bid if selected.

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes () No () If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes () No () Not Required ()

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

NEW LONDON SCHOOLS

PROJECT LABOR AGREEMENT

BETWEEN

**DOWNES CONSTRUCTION COMPANY/
NEWFIELD CONSTRUCTION INC.,
JOINT VENTURE**

(General Contractor/Construction Manager)

AND

**NORWICH-NEW LONDON BUILDING
TRADES COUNCIL**

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ___ day of _____, 2018, by and among Downes Construction Company/Newfield Construction Inc., Joint Venture (hereinafter referred to as the "General Contractor/Construction Manager"), acting in its role as the program management representative of the City of New London School Building Committee (hereinafter referred to as the "Owner"), the Norwich-New London Building Trades Council (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the City of New London School Building Committee for the New London High School (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical and material to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the City of New London that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The General Contractor/Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the General Contractor/Construction Manager when it performs construction work within the scope of this Agreement. Where specific reference to Downes Construction

Company/Newfield Construction Inc., Joint Venture, alone, is intended, the term "General Contractor/Construction Manager" is used.

The Council, the Unions, the General Contractor/Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the General Contractor/Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other Collective Bargaining Agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I **PURPOSE**

The timely and successful completion of the Project is of importance to the New London School Building Committee, the City of New London, and all the people of New London. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the New London Public Schools during construction. The timely and successful completion of the Project is of importance to the City of New London and to the people of Connecticut. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes

or grievances which may arise. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II

SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2(a) The Owner and/or General Contractor/Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3(a) Incorporated into this Agreement are the following Local Collective Bargaining Agreements (“Schedule A’s”): Standard Agreement of the Operating Engineers, Local 478; Carpenters Local 24 and AGC of Connecticut Building Agreement; Construction Agreement of Teamsters Local Union 493; Connecticut Laborers’ District Council (Local 547) and AGC of Connecticut; Bricklayers & Allied Craftsmen Local 1, International Union of Bricklayers and AGC of Connecticut; International Union of Painters and Allied Trades

("IUPAT"), District Council No. 11, Working Agreement; I.B.E.W. Local 90 and New London Division, Connecticut Chapter, N.E.C.A.; Plumbers & Pipefitters Local No. 777 and Mechanical Contractors Association of Connecticut; Ironworkers Local 424 and AGC of Connecticut; Sheet Metal Workers I.A. Local 40 and the Sheet Metal and Roofing Subcontractors of Connecticut; Roofers' Local 15 and Roofing Subcontractors Association of New London County; International Brotherhood of Boilermaker Employers; Sprinkler Fitters, Local 669; and Glaziers' Local 1274 (IUPAT District Council 11) (which are attached hereto as Schedule A's). The provisions of this Project Labor Agreement (including the attached Schedule A's) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of one of the Schedule A's and not covered by the Project Labor Agreement, the Schedule A's provisions shall apply.

(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Harvey Shrage or Mark Grossman, who shall act as arbitrators on a rotating basis beginning with Harvey Shrage. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-containing, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work

necessary to prepare the site for construction and dedicated off-site work, as is directed by the General Contractor/Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, General Contractor/Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

(a) Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment/ machinery owned or controlled and operated by the Owner.

(c) Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.

(d) All employees of the City of New London, General Contractor/Construction Manager or Contractors not performing manual labor.

(e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Town, or its Contractors (for work which is not part of the Project).

(f) Off-site maintenance on leased equipment and on-site supervision of such work.

(g) Off-site warranty functions and warranty work, and on-site supervision of such work.

(h) Laboratory or specialty testing or inspections not ordinarily done by the crafts.

(i) The Unions will not claim jurisdiction over the provision of temporary utilities nor will the use of temporary heat and power from any source require standby personnel unless assigned by the Contractor.

(j) Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).

(k) All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."

(i) Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

SECTION 8 None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the General Contractor/Construction Manager or Contractor and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when the General Contractor/Construction Manager or Contractor are directed by the Owner to engage in repairs,

modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III

UNION RECOGNITION AND REFERRAL

SECTION 1 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

SECTION 2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

- (i) Such referral system shall provide a Community participation preference on the Project in order to achieve a goal of fifteen percent residents of the Greater New London area.
- (ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.
- (iii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.
- (iv) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

SECTION 4 For a Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include such system in the appropriate Schedule A, and it shall be used exclusively by the contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5 In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

SECTION 9 The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10 The Unions and the General Contractor/Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Subcontractor or General Contractor/Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

ARTICLE IV

UNION SECURITY

All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8th) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

ARTICLE V

UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2 Stewards

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

ARTICLE VI

HELMETS TO HARDHATS

SECTION 1 The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2 The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII

MANAGEMENT RIGHTS

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, transfer,

lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

SECTION 1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article. It shall not be a violation of this Article for the Union, after forty-eight hours' notice to the General Contractor/Construction Manager to direct the employees of a contractor to engage in a work stoppage where such contractor has refused to pay the wages and/or fringe

benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the General Contractor/Construction Manager may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article, above, is alleged:

(a) A party invoking this procedure shall notify Harvey Shrage or Mark Grossman, the parties agree shall act as the permanent arbitrators on a rotating basis under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article, above, has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or fax and by certified mail, return receipt requested, upon issuance.

(e) Such Award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in the hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or be delivered to their last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the General Contractor/Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX **DISPUTES AND GRIEVANCES**

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The General Contractor/Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and employees collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

STEP 1

(a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the General Contractor/Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the General Contractor/Construction Manager.

(b) Should the Union(s) or General Contractor/Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

STEP 2

The Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the General Contractor/Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

STEP 3

(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrators Harvey Shrage or Mark Grossman, pre-selected by the parties to this Agreement, on a rotating basis (starting with Harvey Shrage). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement.

SECTION 4

No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The General Contractor/Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of an applicable Schedule A shall be handled in accordance with the grievance procedure in the Schedule A or, if none exists, in accordance with this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X

PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date. A well-planned conference with Labor and Management can result in substantial cost savings.

ARTICLE XI

JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, slowdowns, or other disruptive activities arising out of any jurisdictional disputes. The procedures set forth in this Article may be invoked prior to the commencement of the work in dispute. The work shall commence and/or continue uninterrupted as assigned by the Contractor until a decision of the Hearing Panel pursuant to this Article. The decision of the Hearing Panel shall be implemented immediately.

To facilitate expeditious processing of jurisdictional disputes, the Construction Manager, Contractors, Subcontractors and the Unions hereby agree to be bound by the following procedure:

SECTION 1. Within 24 hours and upon written notice to the Construction Manager that a dispute exists outlining the work in dispute and the crafts involved, the Construction Manager shall notify the Council of said dispute.

SECTION 2. Within 48 hours of such notice, a panel of five members will conduct a hearing and receive evidence regarding the work involved in the dispute. This Hearing Panel will consist of one (1) representative of the Construction Manager and four (4) regular members and two (2) alternates elected by the members of the Council at its regular meeting following the execution of this Agreement.

SECTION 3. No Council member shall serve on a Hearing Panel where his union has an interest in the work involved in the dispute. The parties in interest at the hearing will be the Unions involved in the dispute and the involved Contractor. During the hearing, the parties will be permitted to submit any evidence they deem appropriate to assist the Hearing Panel in rendering its decision.

SECTION 4. The decision of the Hearing Panel must be rendered within 24 hours of the completion of the hearing on the basis of industry practices under the relevant Schedule A's within this geographical area. Should the panel decision be that an incorrect assignment has been made, that decision shall be implemented immediately.

SECTION 5. In making any determinations hereunder, there shall be no authority for the Hearing Panel to assign work to a double crew (that is, to more employees than the minimum required to perform the work involved) nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment of composite crews where more than one (1) employee is needed for the job.

SECTION 6. Any award or resolution made pursuant to this Section shall be confirmed in writing and be final and binding on the disputing Unions and the involved Contractor or an affected subcontractor while performing work on this Project only. The award or resolution may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work or projects not covered by this Agreement.

ARTICLE XII

WAGES AND BENEFITS

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to a Schedule A as described in Article XXIII, hereof, which shall, at a minimum, be the prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIII. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only

at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

SECTION 4 Upon written notice from the Union to the General Contractor/Construction Manager that a subcontractor is in arrears on payments of fringe benefits for work performed on this Project, the General Contractor/Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the General Contractor/Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund.

ARTICLE XIII **HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS**

SECTION 1 **Work Week and Work Day.** The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of 7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at its own discretion, may establish a standard work week consisting of four ten-hour days between

6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive. The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the General Contractor/Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 **Overtime** pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour-per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10-hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the General Contractor/Construction Manager considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 **Shifts** may be established when considered necessary by the Contractor.

- (a) Shift hours and rates will be as follows:
- **First Shift**: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.
 - **Second Shift**: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.
 - **Third Shift**: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.
- (b) Shifts shall be established and continue for a minimum of five consecutive workdays.
- (c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5 **Holidays**. Recognized holidays on this Project shall be those set forth below:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 **Reporting Pay.** Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7 **Meal Period.** The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV **CLEAN UP**

All trades will clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV **ELEVATORS**

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

ARTICLE XVI

TELEDATA

Subject to the provisions of Article III, hereof, the parties hereby agree that the following Teledata work performed on any of the sites during construction shall be done by employees represented by I.B.E.W. Local 90. For the purpose of this Agreement, Teledata work shall include the following: all installation, operation, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, educational and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications-related systems; repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment and associated devices, PCM, T1, and/or telephone-related systems, customer-owned or employer-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation. Not included in the Teledata work covered by this Agreement is any specialized installation, operation, maintenance, repair or service work for which the employees represented by I.B.E.W. Local 90 are not specially trained or certified such that requisite guarantees and warranties can be provided to the Owner by the successful Contractor(s).

ARTICLE XVII **APPRENTICES**

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in New London, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII **SAFETY, PROTECTION OF PERSON AND PROPERTY**

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor or General Contractor/Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the General Contractor/Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIX

SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the General Contractor/Construction Manager and/or Contractor.

ARTICLE XX

NO DISCRIMINATION

SECTION 1 The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the General Contractor/Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXI **WORKING CONDITIONS**

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXII

SAVING AND SEPARABILITY

SECTION 1 It is not the intention of any party to this Agreement to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any Court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred as provided for in said Article VIII.

ARTICLE XXIII

DURATION OF THE AGREEMENT

SECTION 1 Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.


Except as provided in Articles XII, hereof, Schedule A's attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A's notify the General Contractor/Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

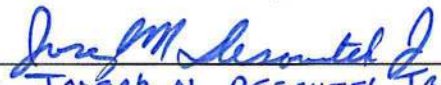
The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Harvey Shrage or Mark Grossman who shall act as arbitrators on a rotating basis beginning with Grossman.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 20th day of APRIL, 2018.

NORWICH-NEW LONDON
BUILDING TRADES COUNCIL

DOWNES CONSTRUCTION COMPANY
Newfield Construction Inc., Joint Venture
(GENERAL CONTRACTOR/
CONSTRUCTION MANAGER)


By KEITH BROTHERS
Its PRESIDENT


By JOSEPH N. DESAUTEL JR.
Its CEO / MANAGER

FOR THE UNIONS

Operating Engineers, Local 478

Teamsters Local Union No. 493

Connecticut Laborers' District Council

Carpenters, Millwrights and
Pile Drivers, Local 24

Bricklayers' Local 1

I.U.P.A.T. District Council 11

Electricians Local 90

Plumbers & Pipefitters Local No. 777

Ironworkers Local 424

Sheet Metal Workers Local 40

Asbestos Workers Local 33

Roofers' Local 15

Boilermakers Local 237

Elevator Constructors' Local 91

Glaziers' Local 1274

Sprinklerfitters Local 669

NEW LONDON HIGH SCHOOL

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **New London High School**, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **New London High School** between Downes Construction Company/Newfield Construction Inc., Joint Venture, in its capacity as General Contractor/Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____
ADDRESS _____
CITY, STATE, ZIP CODE _____

Name and Title of Authorized Representative

Signature of Authorized Representative Date

Telephone number

Fax Number

E-Mail

SECTION 00 4100 BID PROPOSAL FORM (Rev 2/8/19)

PROPOSAL FOR BID PACKAGE 2.1 ABATEMENT

NEW LONDON HIGH SCHOOL
490 JEFFERSON AVE.
NEW LONDON, CT

TO: Newfield + Downes
225 Newfield Ave.
Hartford, CT 06106

PROPOSAL OF: NAME _____

STREET _____

CITY _____

I have received the bid documents entitled "New London High School Additions and Renovations" dated January 17, 2019, Issued for Bid February 7, 2019, prepared by Antinozzi Associates and other consultants, as listed in the Contract Document Specifications, Table of Contents and Drawing List bound in the Contract Document Project Manual and Bulletins/Addenda numbered and dated as follows:

Bulletin # _____	Dated _____	Bulletin # _____	Dated _____
Bulletin # _____	Dated _____	Bulletin # _____	Dated _____
Bulletin # _____	Dated _____	Bulletin # _____	Dated _____

I have included the provisions of the above Bid Documents and Addenda and Bulletins in my bid. I have examined the bid documents and existing building and site and I submit the following bid:

I will furnish all labor, materials, equipment and services necessary to perform the work required by the bid documents and will take in full payment therefore the lump sum price of

_____ Dollars
\$ _____

UNIT PRICES

The undersigned proposes and agrees that the following unit prices shall be the basis for computing extra costs to the contract for additional work. For deleted work, the credit to the contract shall be the same. Unit prices shall include costs for all materials, equipment, tools, small tools, labor, permits, fees, overhead, profit, supervision, home office support, project management, estimating, safety, travel, shop drawings and as built drawings for all parties involved in the work. Unit prices shall apply to both the trade contractors and their subcontractors. All work is to be accomplished in accordance with applicable Sections of the Specifications and State and Federal regulations. The Construction Manager reserves the right to selectively reject any of the unit prices without any affect on the remainder of the bid. Includes Removal, Packaging (as per all applicable regulations), Transporting and Disposing Building Debris as Contaminated Friable ACM or Non-Friable ACM, Lead RCRA Hazardous, PCB Bulk Product Waste Materials. Tipping fees- ALL Fees associated with transportation cost shall be included in the unit pricing.

cu yd= cubic yard sq ft= square foot gb= glove bag
sq yd= square yard hr= hour gal= gallon
lf= linear foot lb= pound

BID PACKAGE 1.1 Abatement and Demolition

Item No. 1 –SMALL CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS/PCB ABATEMENT AREAS (<160 SF/260LF) INCLUDES DECONTAMINATION SYSTEM(s)

\$ _____ per containment

Item No. 2 –LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS/PCB ABATEMENT AREAS (>160 SF/260LF- 5,000 SF) INCLUDES DECONTAMINATION SYSTEM(s)

\$ _____ per containment

Item No. 3 – DARK BROWN GLUE DAUBS ASSOCIATED WITH 12” X 12” CEILING AND WALL TILES REMOVAL AND DISPOSAL AS ACM.

\$ _____ per square foot ceiling surface.

Item No. 4 – BROWN DUCT PIN GLUE REMOVAL AND DISPOSAL AS ACM

\$ _____ per square foot.

Item No. 5 – 9 X 9 FLOOR TILE AND ASSOCIATED MASTIC (Includes ALL layers down to original substrate) REMOVAL AND DISPOSAL AS NON FRIABLE ACM

\$ _____ per square foot.

Item No. 6 – GRAY CAULKING EXPANSION JOINTS REMOVAL AND DISPOSAL AS ACM AND PCB BULK PRODUCT WASTE

\$ _____ per linear foot

Item No. 7 – BLACK WATERPROOFING PAPER REMOVAL AND DISPOSAL AS ACM.

\$ _____ per square foot

NEW LONDON HIGH SCHOOL
ADDITIONS & RENOVATIONS
Phase 2: Early Haz-Mat Package
State Project #095-0090 MAG/N

Item No. 8 – SINK(s) WITH GRAY UNDERCOATING REMOVAL AND DISPOSAL AS ACM

\$ _____ per sink.

Item No. 9 – GRAY CAULKING/GLAZING COMPOUNDS REMOVAL AND DISPOSAL AS ACM
AND PCB BULK PRODUCT WASTE (SPECIFIC TO INTERIOR WINDOWS)

\$ _____ per window

Item No. 10 – ENTIRE BOILER REMOVAL AND DISPOSAL AS ACM AND CLEAN DEBRIS
(SCRAP METAL)

\$ _____ per boiler

Item No. 11 – PACKING INSULATION REMOVAL AND DISPOSAL AS ACM

\$ _____ per square foot.

Item No. 12 – BREACHING INSULATION REMOVAL AND DISPOSAL AS ACM

\$ _____ per square foot

Item No. 13 – WATER TANK INSULATION GLUE REMOVAL AND DISPOSAL AS ACM

\$ _____ per square foot.

Item No. 14 – COST TO SCARIFY/GRIND CONCRETE FLOOR AND DISPOSAL OF AS RCRA
LEAD HAZARDOUS MATERIALS (Removal OF ONE (1) INCH OF SURFACE- TWO PASSES)

\$ _____ per square foot.

Item No. 15 – GLOVE-BAG SET UP AND DISPOSAL INCLUDES LABOR, MATERIALS,
EQUIPMENT < 3 Linear Feet, 3 Square Feet.

\$ _____ per glove-bag.

Item No. 16 – COST TO SCARIFY/GRIND CONCRETE FLOOR AND DISPOSAL OF AS RCRA
LEAD HAZARDOUS MATERIALS WITH A BLASTRAC MACHINE IN LEAD CONTAMINATED
STORAGE ROOM AREAS (APPROX 3,700 SF) WHICH ARE OUTSIDE THE FIRING RANGE.

\$ _____ per pass.

In submitting this bid, I agree as follows:

- 1 - To hold open my bid for one hundred ninety (90) days after bid opening date. Alternate bids shall be held open for one hundred eighty (180) days after bid opening date.
- 2 - To enter into and execute a contract without qualifications or exceptions, if awarded on the basis of this bid, according to the contract form listed in the Project Manual.
- 3 - To deliver properly executed Performance/Labor and Material Bonds, if required, as described in the Instructions at the time of execution of the contract. The amount of the premiums for the subject bonds is included in the lump sum price above.
- 4 - To accomplish the work in accordance with the contract documents.
- 5 - To begin work within 5 calendar days of official notice of contract award. No on site mobilization will be permitted until the contract has been executed.

6 - To substantially complete the work per the Construction Schedule. Time is of the essence.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- A.) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
- C.) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided:

(Firm Name)

By _____
(Signature and Title of Authorized Representative)

(Printed Name and Title of Authorized Representative)

(Business Address)

(City and State)

Date: _____ Email: _____

Telephone No. _____

The bidder is (circle one):

1. Corporation, licensed in the State of _____
2. Partnership
3. Individual
4. Limited Liability Corporation
5. Limited Liability Partnership

Note:

If the bidder is a corporation affix corporate seal and give below the names of its President, Treasurer, and General Manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Printed Name of President (corporation), Partner or Individual, Managing Partner)

(Address)

(City and State)

(Printed Name of Treasurer (corporation) or Partner)

(Address)

(City and State)

(Printed Name of General Manager (corporation) or Partner)

(Address)

(City and State)

DOCUMENT 00 5200- FORM OF AGREEMENT BETWEEN THE CONSTRUCTION MANAGER &
TRADE CONTRACTOR

NEWFIELD+DOWNES

Contract Information Sheet

PROJECT: New London High School
390 Jefferson Ave.
New London, CT 06320
Bid Package XXXX

OWNER: City of New London
181 State St.
New London, CT 06320

ARCHITECT: Antinozzi Associates
271 Fairfield Ave.
Bridgeport, CT 06640

CONSTRUCTION MANAGER: Newfield + Downes Joint Venture
225 Newfield Ave.
Hartford, CT 06106

TRADE CONTRACTOR: XXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXX

TRADE CONTRACT PRICE: \$XXXXXXXXXX

Notice to the parties shall be given at the above addresses.

PLEASE...DO NOT MAKE ANY
CHANGES TO THIS CONTRACT
WITHOUT PRIOR APPROVAL
FROM THIS OFFICE!!!!

CURRENT
CERTIFICATE OF
INSURANCE IS REQUIRED
BEFORE ANY PAYMENT
WILL BE MADE.

TRADE CONTRACT AGREEMENT

THIS TRADE CONTRACT, made this ____ day of June, 2018 by and between NEWFIELD + DOWNES JOINT VENTURE (hereinafter "Construction Manager"), and _____ (hereinafter "Trade Contractor").

WHEREAS, Construction Manager and the City of New London (hereinafter "Owner") have entered into a contract dated January 26, 2017 for the construction of New London High School (hereinafter "Project"), according to the Contract Documents listed in Exhibit A attached hereto (hereinafter "Contract Documents") which are made a part of this Trade Contract insofar as they apply; and

WHEREAS, Construction Manager desires to subcontract certain work specified in the Contract Documents, and Trade Contractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

WHEREAS, all documents comprising the Contract Documents are on file in the office of Construction Manager and are available for examination by Trade Contractor, and Trade Contractor represents that it has read and examined the Contract Documents and fully and completely understands them, or that it has had the full and complete opportunity to do so;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

1. Trade Contractor's Work

a. Trade Contractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in Exhibit B, and work incidental thereto and reasonably inferable therefrom, in strict accordance and full compliance with the terms of this Trade Contract, and to the satisfaction of Construction Manager and Owner (hereinafter "Work").

b. In respect of Work covered by this Trade Contract, and except as expressly modified herein, Trade Contractor shall have all rights which Construction Manager has under the Contract Documents, and Trade Contractor shall assume all obligations, risks and responsibilities which Construction Manager has assumed towards Owner, and third parties as applicable, in the Contract Documents, and Trade Contractor shall be bound to Construction Manager in the same manner and to the same extent that Construction Manager is bound to Owner or said third parties. In case of a conflict between this Trade Contract Agreement and the Contract Documents as incorporated herein, the terms of this Trade Contract Agreement shall prevail. To the extent relevant to their respective scopes of work, Trade Contractor shall ensure that each of its subcontractors and suppliers are bound to the terms of this Trade Contract Agreement and the Contract Documents.

c. Trade Contractor acknowledges that the Trade Contract drawings and specifications may not be fully developed and the Trade Contractor agrees to perform all work

which may not be specifically mentioned in these documents, but which is required to make the Work complete, functional and operational, as determined by the Construction Manager and Owner.

d. Trade Contractor has carefully examined all the Contract Documents and based on said review, agrees that it will promptly advise the Construction Manager of any defects, inconsistencies or ambiguities which it has detected in such documents. Failure to so review or report any such defects, inconsistencies or ambiguities to the Construction Manager in a timely manner will make Trade Contractor fully liable for all costs that the Construction Manager would not have incurred if Trade Contractor had performed such obligations. At the end of each workday, Trade Contractor shall submit to the Construction Manager a Daily Report on a form supplied by Construction Manager, which shall summarize the tradesmen employed, weather, unusual incidents, major equipment, and the nature, extent and location of the Work performed that day.

e. Trade Contractor shall submit in writing to the Construction Manager the names and addresses of the sub-subcontractors and suppliers it intends to use on this Project and, if required, copies of proposed contracts with lower tier contractors and suppliers, and no contract shall be entered with any such sub-subcontractor or supplier without the prior written approval of Construction Manager.

f. The Trade Contractor agrees to give personal attention to the execution of this Trade Contract, and shall, at all times, maintain a competent superintendent at the job site (who shall be subject to approval of the Construction Manager) to supervise the Work. The Trade Contractor shall, upon execution of this Trade Contract, designate in writing an official representative of the Trade Contractor, who will have full authority to act on any and all matters pertaining to the execution of this Trade Contract, and whose acts will be binding upon the Trade Contractor.

g. The Trade Contractor agrees to unload and store on the job site all materials which are to be used in the performance of Work under this Trade Contract, in accordance with directions from an authorized representative of Construction Manager. Trade Contractor shall assume full responsibility for the protection and safety of all said materials. The Construction Manager shall have the right to designate the carrier or railroad over which all materials required for the Work shall be shipped.

h. The Trade Contractor's official representative shall attend coordination meetings as directed by Construction Manager, but in no event less than weekly. The Trade Contractor shall attend other meetings as directed by Construction Manager.

i. Trade Contractor shall assume sole responsibility for and shall perform, or cause to be performed, all special inspections and testing required by any building code, any other applicable code or regulation, or the Contract Documents relative to the Trade Contractor's Scope of Work. To the fullest extent permitted by law, Trade Contractor shall be liable to Construction Manager for any and all liability, costs, expenses, fines, penalties, and attorney's fees resulting from its failure to perform such duties.

2. Payment

a. Construction Manager shall pay Trade Contractor for performance of the Work, subject to additions and deductions by written change order, the total sum of _____ Dollars (\$ _____) (hereinafter "Trade Contract Price").

b. Partial payment shall be due Trade Contractor in the amount of 95% of the value of the Work in place, and for which payment has been made to Construction Manager by Owner. If the Contract Documents allow Construction Manager partial payments for stored materials, partial payments shall also be due Trade Contractor in the amount of 95% of stored materials for which payment has been made to Construction Manager by Owner. Prior to submission of any payment application, Trade Contractor shall submit a breakdown of the total Trade Contract Price in form and detail acceptable to Construction Manager. In the event Construction Manager disapproves said breakdown, Construction Manager shall establish a reasonable breakdown which shall serve as the basis for partial payments.

c. Partial payments shall be due on or about the tenth day following receipt of payment from Owner by Construction Manager. No partial payment made under this Trade Contract shall be considered an acceptance of the Work in whole or in part. All material and Work covered by partial payments shall become the property of Construction Manager, or, if the Contract Documents so provide, the property of Owner immediately upon approval of payment; however, this provision shall not relieve Trade Contractor from sole responsibility and liability for all Work and materials upon which payments have been made until final acceptance thereof by Owner including insurance coverage required herein.

d. Trade Contractor shall not apply for payment of any sums on account of Work performed by any sub-subcontractor or vendor unless it intends to immediately pay such sums to them. The Trade Contractor shall pay any amounts to its sub-subcontractor or vendors whether for labor performed or materials furnished within thirty (30) days after the Trade Contractor receives payment from Construction Manager which encompasses labor or material furnished by such sub-subcontractor or vendor. Trade Contractor shall first use any payment received by Trade Contractor from Construction Manager to satisfy indebtedness incurred in the performance of this Trade Contract. All monies paid to Trade Contractor on account of Work performed by any sub-subcontractors, suppliers, vendors or laborers shall be deemed to be trust funds for the benefit of such entities. Trade Contractor shall ensure that all sub-subcontractors, employees and suppliers at all times are paid all amounts due in connection with the performance of this Trade Contract. Construction Manager shall have the right to at any time to communicate with the Trade Contractor's sub-subcontractors, suppliers, vendors or laborers for the purpose of verifying that Trade Contractor's payment obligations are being met. After the first partial payment hereunder, Construction Manager shall have the right to withhold any subsequent partial payments until Trade Contractor submits evidence satisfactory to Construction Manager that all previous amounts owed in connection with performance of this Trade Contract have been paid. In addition to the requirements for payment in the Contract Documents, as requested by Construction Manager, Trade Contractor may be required to furnish with any payment application (a) an affidavit stating that all obligations directly or indirectly related to any payment have been paid, (b) a waiver of lien rights and claim rights under any payment surety bond provided by Construction Manager, for all work performed on and material provided to the Project through the date of said payment application, all in a form acceptable to Construction Manager, and (c) certified copies of payrolls of Trade Contractor and its subcontractors. Trade Contractor shall also immediately reimburse Construction Manager for any amounts paid by Construction Manager or under Construction Manager's payment bond,

if any, in connection with this Trade Contract caused by failure by Trade Contractor to make payment as provided in this Article. Construction Manager may withhold amounts otherwise due under this Trade Contract or any other contractual arrangement between the parties to cover any costs or liability Construction Manager has incurred or may incur for which Trade Contractor may be responsible hereunder.

e. Trade Contractor expressly agrees that payment by the Owner to the Construction Manager for any Work performed by the Trade Contractor is an express condition precedent to any payment by the Construction Manager to the Trade Contractor and that the Construction Manager is under no obligation to make any payment to Trade Contractor until and unless the Construction Manager has been paid by the Owner for the Work in question. Payment by Owner is also an express condition precedent to the liability of any surety on any payment bond furnished on behalf of Construction Manager as principal. Trade Contractor agrees to share the risk with Construction Manager of non-payment by Owner for whatever reason. At its sole and absolute discretion, Construction Manager may assign its payment rights against Owner to Trade Contractor to prosecute at Trade Contractor's sole expense.

f. Final payment, including any retainage withheld under Paragraph 2.b., shall be made after (i) Trade Contractor's Work has been accepted by Owner and Construction Manager, (ii) execution and delivery of a complete and final release of Construction Manager, Owner and Construction Manager's surety, if any, and a waiver of lien rights, or a release of any filed liens, in a form acceptable to Construction Manager from all persons or entities furnishing labor and/or materials in the performance of the Trade Contract, (iii) satisfactory proof of payment of all amounts owed by Trade Contractor in connection with this Trade Contract has been provided, (iv) written consent of Trade Contractor's surety has been received, (v) the Trade Contractor's Work is complete, (vi) Trade Contractor has provided warranties required by the Contract Documents, (vii) full and complete "as-built" drawings have been provided, (viii) submission of such other documents or instruments as Construction Manager may reasonably require or which are required by the Contract Documents, and (ix) Construction Manager has been paid in full by Owner for the Trade Contractor's Work.

g. Trade Contractor accepts sole and exclusive liability for all taxes and contributions required of Trade Contractor by federal, state or local laws or regulations, including, without limitation, the Federal Social Security Act and the Unemployment Compensation Law or similar laws in any state with respect to the employees of Trade Contractor and the performance of the Work. Trade Contractor agrees to furnish Construction Manager with suitable written evidence that it has fulfilled such obligation. Trade Contractor shall indemnify, defend, and hold harmless Construction Manager for failure to make payment of any such taxes or contributions under any applicable law or regulation, which indemnity shall survive the completion or termination of this Trade Contract.

h. Construction Manager may withhold from any payment, including final payment, such amount as Construction Manager, in its discretion, deems reasonable necessary to protect itself against any actual or potential liability (including attorney's fees and costs) or damage directly or indirectly relating to the Trade Contract arising from, or alleged to arise from, any act or omission by Trade Contractor, regardless of whether or not the Owner has actually withheld payment from the Construction Manager.

i. All claims for money due or to become due from Construction Manager to Trade Contractor shall be subject to a deduction or setoff by the Construction Manager by reason of any back charge or payment to any supplier, vendor or sub-subcontractor of Trade Contractor arising out of this or any other Trade Contract or agreement with Construction Manager.

j. It is understood that, at the time of execution of this Trade Contract, the parties hereto are aware of the possibility of increases in the prices of labor and materials during the performance of this Trade Contract and/or the difficulty in obtaining same. It is understood that any and all risks of increase in price of labor and materials or shortage of labor or materials during the original performance period of this Trade Contract have been contemplated by the Trade Contractor and have been taken into full consideration in arriving at the Trade Contract Price.

k. The Construction Manager, in its sole discretion, may make payment by joint check, or otherwise directly to any of Trade Contractor's sub-subcontractors, materialmen, suppliers, or persons or firms furnishing labor, equipment or materials to the Trade Contractor with respect to the Work covered by the Trade Contract, and any such payment shall be applied against the aggregate sum payable to the Trade Contractor hereunder, and at the option of the Construction Manager, may be deducted from the next sums payable to the Trade Contractor.

3. Trade Contractor's Investigation and Representation

a. Trade Contractor represents that it is fully qualified to perform this Trade Contract, and acknowledges that, prior to the execution of this Trade Contract, it has (a) by its own independent investigation ascertained (i) the Work required by this Trade Contract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Trade Contract and the Contract Documents incorporated herein; and (b) verified all information furnished by Construction Manager or others satisfying itself as to the correctness and accuracy of that information. Any failure by Trade Contractor to independently investigate and become fully informed will neither relieve Trade Contractor from its responsibilities hereunder nor be the basis of any claim. The Trade Contractor shall have no claims in connection with any concealed or unconcealed condition which does not differ materially from those conditions discovered, or which reasonably should have been discovered by Trade Contractor's prior inspections, tests and reviews which Trade Contractor performed or which Trade Contractor had the opportunity to perform in connection with the Project.

b. Trade Contractor has included in the Trade Contract Price the additional costs of performing the Work because of the fact that it does not have exclusive access to the Site, and it will make no claim for additional costs because of interferences of other contractors, utility work and similar interferences and the necessity or desirability of opening certain portions of the Project to traffic, delivery of materials, installation of utilities and roads and occupancy before the entire Work is completed.

4. Trade Contractor's Liability

a. Trade Contractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Trade

Contractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Trade Contractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Trade Contractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Construction Manager, if any.

b. Trade Contractor shall be liable to Construction Manager for all costs Construction Manager incurs as a result of any failure of Trade Contractor, or any of its suppliers or Trade Contractors of any tier, to perform. Trade Contractor's liability shall include, but not be limited to (1) liquidated damages and other delay costs or other damages payable by Construction Manager to Owner; (2) Construction Manager's increased costs, liquidated or actual, of performance, including extended overhead, resulting from Trade Contractor caused delays or improper Trade Contractor work; (3) warranty and rework costs; (4) liability to third parties; and (5) attorney's fees and related costs.

c. To the fullest extent permitted by law, the Trade Contractor shall indemnify, defend, and hold harmless the Construction Manager, Owner and their respective officers, directors, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from the performance of Trade Contractor's Work under the Trade Contract, provided any such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, regardless whether it is caused in part by a party indemnified hereunder. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Trade Contractor or the rights of the Construction Manager contained in this Trade Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Trade Contractor under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Trade Contract.

d. Trade Contractor's assumption of liability is independent from, and not limited in any manner by, the Trade Contractor's insurance coverage obtained pursuant to Article 5, or otherwise.

e. In the event that the Trade Contractor or any of its agents, employees or subcontractors utilize any machinery, equipment, tools, scaffolding, hoist or similar items belonging to or under the control of the Construction Manager, Trade Contractor shall be liable to Construction Manager for any loss or damage (including bodily injury or death) which may arise from such use except where such loss or damage shall be due solely to the negligence of Construction Manager's employees operating Construction Manager-owned or leased equipment.

5. Trade Contractor's Insurance

a. Prior to commencing the Work, Trade Contractor shall procure, with Construction Manager and Owner as additional insureds, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Trade Contract, insurance coverage as more fully described in Exhibit C in a form and from insurers acceptable to Construction Manager.

b. In the event any design work whatsoever is required under this Trade Contract (which determination shall be made in Construction Manager's sole discretion), Trade Contractor shall obtain and maintain Professional Liability Insurance coverage in a form, kind and amount acceptable to Construction Manager.

c. Compliance by Trade Contractor with the terms of this Article 5 shall be deemed a condition precedent to the formation of the Trade Contract. Construction Manager reserves the right to terminate this Trade Contract at any time or pursue any other remedy, if Construction Manager determines that Trade Contractor has not complied with this Article.

6. Time of Performance

a. Trade Contractor will commence Work when directed by Construction Manager and Trade Contractor will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule, attached hereto as Exhibit D, which may be amended from time to time by Construction Manager. TIME IS OF THE ESSENCE. Trade Contractor shall be entitled to additional compensation for compliance with schedule amendments only to the extent, if any, that Construction Manager receives reimbursement from the Owner.

b. If requested by Construction Manager, Trade Contractor shall submit a detailed schedule for performance of the Trade Contract, in a form acceptable to Construction Manager, which shall comply with all scheduling requirements of the Contract Documents and with Paragraph 6.a. above. Construction Manager may, at its sole discretion, direct Trade Contractor to make reasonable modifications and revisions in said schedule.

c. Trade Contractor will coordinate its Work with the work of Construction Manager, other Trade Contractors, and Owner's other builders, if any, so no delays or interference will occur in the completion of any part or all of the Project.

d. Should the Trade Contractor's performance of this Trade Contract be delayed, impacted, or disrupted by any acts of the Construction Manager, other Trade Contractors, or the Construction Manager's suppliers, or delayed, impacted or disrupted by any acts or causes which would entitle Construction Manager to an extension of time under the Contract Documents, the Trade Contractor shall receive an equitable extension of time for the performance of this Trade Contract, but only to the extent the Construction Manager receives an extension of time from the Owner, and then as its sole and exclusive remedy. In no case shall Trade Contractor be entitled to any increase in the Trade Contract Price, damages, or additional compensation as a consequence of such delays, impacts, disruptions, or acceleration resulting therefrom unless, as a condition precedent, the Owner is liable and pays Construction Manager for such delays, impacts, disruptions or acceleration. Within five (5) days after the commencement of any delay, impact or disruption, or acceleration caused by Construction Manager, other Trade Contractors, or the Construction Manager's suppliers, the Trade

Contractor shall notify Construction Manager in writing stating full details of the cause of the alleged delay, impact, disruption or acceleration for which the Owner is responsible in sufficient time so that its claim may be timely processed against the Owner.

e. There are liquidated damages of \$ _____ per calendar day stipulated in the Contract Documents to be assessed in the event the Project is not completed within the approved Project Schedule. In the event the Construction Manager is assessed for such damages, these damages shall be charged to and paid for by the Trade Contractor to the extent it is responsible for such delays, as determined by the Construction Manager.

7. Changes and Claims

a. Construction Manager may, at any time, unilaterally or by agreement with Trade Contractor, and without notice to the sureties, make changes in the Work. Any unilateral order, or agreement, under this Paragraph 7.a. shall be in writing, unless an emergency requires Trade Contractor to proceed without a written order. Trade Contractor shall immediately perform the Work as changed without delay. The Parties hereto agree that no oral modification of this Trade Contract shall have any force or effect. The Trade Contractor shall not be entitled to receive any extra compensation for modifications or changes of any kind whatsoever, regardless of whether the same were ordered by the Owner or any of its representatives, unless such order is given IN WRITING and is signed by an OFFICER OF THE CONSTRUCTION MANAGER, and the Trade Contractor specifically agrees it will make no claim that it was authorized to do any extra work or make any modification to the Work by the Construction Manager or any representative at the site or elsewhere; and if such work was so ordered and the Trade Contractor has to perform the same but has received no written order therefor as herein provided, the Trade Contractor shall and does hereby waive any claim for extra compensation or time extension therefor or on account thereof, regardless of any subsequent written or verbal protest claims by the Trade Contractor, except as provided under the Contract Documents or if the Construction Manager actually receives payment for same from Owner.

b. Trade Contractor shall submit in writing to Construction Manager, along with substantiating evidence deemed satisfactory by Construction Manager, any claims for adjustment in the Trade Contract Price, schedule or other provisions of the Trade Contract claimed by Trade Contractor for changes directed by Owner, or for damages for which the Owner is liable, or as a result of deficiencies or discrepancies in the Contract Documents, at least five (5) business days prior to the time specified in the Contract Documents, otherwise such claims are waived. Construction Manager shall process said claims according to the provisions of the Contract Documents so as to protect the interests of Trade Contractor and others including Construction Manager. Trade Contract adjustments shall be made only to the extent that Construction Manager receives relief from or must grant relief to Owner and then only based on Trade Contractor's allocable share of such relief. Trade Contractor's allocable share shall be determined by Construction Manager, after allowance of Construction Manager's normal overhead, profit and other interest in any recovery, by making a reasonable apportionment, if applicable, among Trade Contractor, Construction Manager and other Trade Contractors or persons with interests in the adjustment. In no event shall the Construction Manager become or be liable to the Trade Contractor on account of any such claim in excess of the amount actually received by Construction Manager from Owner on account of such claim. It is expressly acknowledged that receipt of payment by Construction Manager from Owner on account of any such Trade Contractor's claims is an express condition precedent to any

obligation of Construction Manager to pay such claims. This paragraph will also cover other equitable adjustments or other relief allowed by the Contract Documents.

c. For changes ordered by Construction Manager independent of Owner or the Contract Documents, Trade Contractor shall be entitled to an equitable adjustment of the Trade Contract Price or Project Schedule, or both to the extent that impact can be substantiated to the Construction Manager's satisfaction.

d. Pending resolution of any claim, dispute or other controversy, nothing shall excuse Trade Contractor from proceeding with prosecution of the Work.

e. Trade Contractor shall indemnify, defend and hold Construction Manager harmless from any cost, expense, fine or liability resulting from a claim or claim certification deemed wrongful in whole or in part.

f. In no event shall Construction Manager be liable to Trade Contractor for any consequential, special, punitive, exemplary, indirect or incidental damages, whether based on contract, tort, warranty, strict liability, or otherwise, including, but not limited to loss of profit, loss of bonding capacity, business interruption, or the like.

g. In no event will Trade Contractor receive a combined overhead and profit mark-up of more than ten percent (10%) on the direct costs of materials and labor on account of any change or claim.

h. Construction Manager shall have the right to audit the Trade Contractor's books and records with respect to any changes or claims at any time up to three (3) years after final payment.

i. Any claim or request for change by the Trade Contractor must include, without limitation, a detailed cost proposal and for any requests for time, a change fragnet and time impact analysis.

8. Trade Contractor's Failure to Perform

a. If, in the opinion of Construction Manager, Trade Contractor shall at any time (1) refuse or fail to provide sufficient properly skilled workmen or materials of the proper quality, (2) fail in any respect to prosecute the Work according to the Project Schedule, (3) stop, delay, or interfere with the work of Construction Manager or any other builder or Trade Contractor, (4) fail to comply with all provisions of this Trade Contract or the Contract Documents as incorporated herein, (5) be adjudged a bankrupt, or make a general assignment for the benefit of its creditors, (6) have a receiver appointed, or (7) become insolvent or a debtor in reorganization proceedings, then, after serving three (3) days written notice, unless the condition specified in such notice shall have been eliminated with such three (3) days, the Construction Manager may at its option (i) without voiding the other provisions of the Trade Contract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Trade Contractor shall be liable to Construction Manager for the cost thereof; (ii) terminate for default the Trade Contractor's right to proceed under the Trade Contract, or (iii) seek specific

performance of Trade Contractor's obligations hereunder, it being agreed by Trade Contractor that specific performance may be necessary to avoid irreparable harm to Construction Manager and/or Owner.

b. In addition to the foregoing, Trade Contractor shall, at all times, supply necessary materials and equipment and sufficient number of skilled workers to perform the Work with diligence and in accordance with the Trade Contractor's scheduling requirements. In the event that the Construction Manager determines that the Trade Contractor has failed to supply sufficient manpower or fallen behind in the schedule at any time, Trade Contractor shall submit a remedial plan of action in a form which is satisfactory to Construction Manager within forty-eight (48) hours of demand by Construction Manager. When a satisfactory remedial plan is not so proposed and thereafter immediately implemented in the opinion of the Construction Manager, then the Construction Manager, at its sole discretion, may immediately either (i) require the Trade Contractor to remove unsatisfactory workers, expedite material and equipment deliveries and/or increase its workforce, construction plant and equipment, the number of hours of work, number of shifts, or any combination of the aforementioned, without any additional cost to the Construction Manager; or (ii) supplement the Trade Contractor's forces with additional workers and/or purchase necessary materials and equipment from suppliers of its choice or otherwise correct Trade Contractor's deficiencies and then deduct the cost of same from payments to Trade Contractor. In the event such payments are insufficient to cover the amount so expended by Construction Manager, Trade Contractor agrees to pay the difference to Construction Manager. The exercise of any of the Construction Manager's aforementioned options shall be in addition to any and all rights or remedies of the Construction Manager as otherwise set forth in this Trade Contract.

c. In the event of termination for default, Construction Manager may, at its option, (1) enter on the premises and take possession, for the purpose of completing the Work, of all materials and equipment of Trade Contractor, (2) require Trade Contractor to assign to Construction Manager any or all of its Trade Contracts or purchase orders involving the Project; or (3) complete the Work either by itself, or through others, by whatever method Construction Manager may deem expedient. In case of termination for default, Trade Contractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of the Trade Contract Price to be paid shall exceed the expense incurred by Construction Manager, including an overhead fee of ten percent (10%) of the costs of finishing the Work, such excess shall be paid by Construction Manager to Trade Contractor. If such amount due Construction Manager shall exceed such unpaid balance, then Trade Contractor shall pay Construction Manager the difference within five (5) business days following demand by Construction Manager. Trade Contractor shall pay all reasonable costs of collection, if any, including reasonable attorneys' fees. The obligations contained herein shall survive the termination of this Trade Contract.

d. If it is subsequently determined that Construction Manager wrongfully terminated Trade Contractor for default under Article 8, the termination shall be deemed to be a termination for convenience as provided in Article 13.

9. Settlement of Disputes

a. In case of any dispute between Construction Manager and Trade Contractor, due to any act or omission of Owner or any entity for which the Owner is responsible, or involving

the Contract Documents, Trade Contractor agrees, to the same extent that Construction Manager is bound to Owner, to be bound by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not Trade Contractor is a party to such proceedings. In case of such dispute, Trade Contractor will comply with all provisions of the Contract Documents allowing a reasonable time for Construction Manager to analyze and forward to Owner any required communications or documentation. Construction Manager will, at its sole option (1) present to Owner, in Construction Manager's name, or (2) authorize Trade Contractor to present to Owner, in Construction Manager's name, all of Trade Contractor's claims and answer Owner's claims involving Trade Contractor's Work, whenever Construction Manager is permitted to do so by the terms of the Contract Documents. If such dispute is prosecuted or defended by Construction Manager, Trade Contractor agrees to furnish all documents, statements, witnesses, and other information required, and to pay for all costs, including attorneys' fees, incurred in connection therewith. The Trade Contract Price shall be adjusted by Trade Contractor's allocable share determined in accordance with Article 7 hereof.

b. With respect to any controversy between Construction Manager and Trade Contractor not involving the Owner or the Contract Documents, Construction Manager shall issue a decision which shall be final and binding unless, within five (5) days of receipt, the Trade Contractor files a notification in writing of its intent to litigate the controversy in accordance with Paragraph 9.d. Notification of any such claim under this Paragraph 9.b. must be submitted in writing within ten (10) days of Trade Contractor's awareness of the facts underlying the claim. Failure of Trade Contractor to submit timely its notice of claim or notice of intent to litigate shall constitute an absolute bar and complete waiver of Trade Contractor's right to recover on account of such claim.

c. Subject to Trade Contractor's compliance with such notice requirements, either party may request non-binding mediation of non-Owner claims with a mediator to be agreed upon by the parties, and shall pursue resolution of their dispute in good faith through such mediation. If the Parties cannot agree upon a mediator, they shall submit the dispute to the American Arbitration Association for non-binding mediation pursuant to its rules. Any such mediation shall take place in the State of Connecticut. Any mediation costs shall be equally borne by the parties.

d. Anything to the contrary in the Contract Documents notwithstanding, any controversy between Construction Manager and Trade Contractor not involving Owner or the Contract Documents and which is not amicably resolved by the Parties will be submitted to a court of competent jurisdiction in the State of Connecticut. In no event will any such controversy be submitted to arbitration, except at the sole option of Construction Manager.

e. Trade Contractor expressly waives its right to notice and hearing under Connecticut General Statutes § 52-278a through § 52-278q inclusive, relative to prejudgment remedies, and agrees that Construction Manager may issue a writ for prejudgment remedy (attachment, foreign attachment, garnishment or replevin) by its attorney without securing a court order.

10. Warranty

Trade Contractor warrants that all materials, equipment and workmanship shall be fit, sufficient for purpose intended, merchantable, of good quality and workmanship, and free from defects. Trade Contractor warrants its Work hereunder to Construction Manager on the same terms, and for the same period, as Construction Manager warrants the Work to Owner under the Contract Documents; and, with respect to the Work, Trade Contractor shall perform all warranty obligations and responsibilities assumed by Construction Manager under the Contract Documents. All warranties are continuing and shall survive completion of the Work or termination of the Trade Contract. Trade Contractor shall assign to Construction Manager and Owner any manufacturer's or sub-subcontractor's warranties.

11. Liens

a. In the event that liens are filed by anyone in relation to the labor or material being furnished by Trade Contractor, its sub-subcontractor or suppliers, and regardless whether Trade Contractor disputes the validity of the lien, Trade Contractor and its surety agree to defend, indemnify and hold harmless Construction Manager and Owner therefrom and to have all liens discharged or removed by posting a bond with the appropriate authorities, or otherwise, at Trade Contractor's own cost and expense (including attorneys' fees) within five (5) days of notice. In the event such lien is not so discharged, such circumstances shall be deemed a failure to perform the Work on the part of the Trade Contractor, subject to the conditions and terms set forth in Article 8 above.

b. Trade Contractor shall, as often as required by Construction Manager, furnish a sworn statement showing all parties who furnish labor or material to Trade Contractor, with their names and addresses and the amount due or to become due to each. Similar statements may be required from any subcontractors or vendors, of any tier, of Trade Contractor.

12. Inspection and Acceptance

Trade Contractor shall provide appropriate facilities at all reasonable times for inspection by Construction Manager or Owner of the Work and materials provided under this Trade Contract, whether at the Project site or at any place where such Work or materials may be in preparation, manufacture, storage, or installation. At its sole cost and expense, Trade Contractor shall promptly replace or correct any Work which Construction Manager or Owner shall reject as failing to conform to the requirements of the Trade Contract. The Work shall be accepted according to the terms of the Contract Documents. However, unless otherwise agreed in writing, entrance and use by Owner or Construction Manager shall not constitute acceptance of the Work.

13. Termination for Convenience

Construction Manager shall have the right to terminate this Trade Contract, in whole or part, for its own convenience and regardless whether there is a termination of Construction Manager's contract with Owner, by providing Trade Contractor with a written notice of termination, to be effective upon receipt by Trade Contractor. If the Trade Contract is terminated for convenience, the Trade Contractor shall be paid the amount representing costs which are due from the Owner for its Work, as provided in the Contract Documents, after payment therefore by the Owner to Construction Manager. The Trade Contractor's remedy

under this Article 13 shall be exclusive and in no event will Trade Contractor be entitled to recovery of any anticipatory profits or damages.

14. Approvals

a. Within two weeks of the date Construction Manager notifies Trade Contractor to proceed, Trade Contractor shall prepare, approve and deliver to Construction Manager any number of copies of shop drawings, cuts, manufacturer's data, templates, schedules, reports, samples and material lists required by Construction Manager or the Contract Documents and in accordance with the Contract Documents within sufficient time so as not to delay performance of the Project and to permit Construction Manager to submit the same within the time stated in the Contract Documents. Any deviation from the Contract Documents shall be clearly identified on shop drawings.

b. Construction Manager's review of shop drawings, cuts, manufacturers data, templates, schedules, reports, samples and material lists is only for the convenience of the Owner and shall not relieve the Trade Contractor of its obligation to perform the Work in strict accordance with Contract Documents, or the proper matching and fitting of the work with contiguous Work. The Trade Contractor shall layout its own work and be responsible for the accuracy of the same. Should the proper and accurate performance of the Work included in this Trade Contract depend upon the proper and accurate performance of other work not included in this Trade Contract, Trade Contractor shall use all necessary means to discover defects in such other work, and shall report said defects in writing to Construction Manager before proceeding with the Work, and shall allow the Construction Manager a reasonable time to remedy such defects.

c. Trade Contractor warrants and agrees that it can and will obtain all requisite approvals from Owner as to its eligibility to serve as a Trade Contractor and the approvals of all materials and performance of the Work as required by the Contract Documents. In the event Owner's approval of the Trade Contract or subcontractor is not obtained, then the Trade Contract shall be null and void and no further liability with respect to the Trade Contract shall exist as between the parties.

15. Clean-up

Trade Contractor shall clean up the areas used by Trade Contractor for its Work on a daily basis and remove from the Project site, or to a specified location on the Project site as directed by Construction Manager, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work. If Trade Contractor fails to comply with this Article within 24 hours after receipt of notice of noncompliance from Construction Manager, Construction Manager may perform such necessary clean-up and deduct the cost from any amounts due to Trade Contractor plus a service charge of fifteen percent (15%) thereon. Prior to completion of the Work, Trade Contractor shall remove all tools, scaffolding, equipment and materials used by Trade Contractor and not incorporated into the Work and shall leave Trade Contractor's Work "broom clean" and free and clear of all obstruction and hindrance.

16. Assignment

a. Trade Contractor shall not subcontract any portion of the Work or the Trade Contract and shall not assign or transfer this Trade Contract, or funds due hereunder, without the prior, written consent of Construction Manager and Trade Contractor's surety. Construction Manager shall not unreasonably withhold its consent to the assignment of funds due hereunder.

b. Construction Manager may assign the Trade Contract without prejudice to its rights under the Trade Contract or any surety bond issued with respect thereto.

17. Patents and Royalties

Except as otherwise provided by the Contract Documents, Trade Contractor shall pay all royalties and license fees which may be due to the inclusion of any patented materials in the Work. Trade Contractor shall defend all suits or claims for infringement of any patent rights that may be brought against Construction Manager or Owner arising out of the Work, and shall be liable to Construction Manager and Owner for all loss, including all costs and expenses, on account thereof.

18. Taxes, Permits and Inspections

a. Except as otherwise provided by the Contract Documents, Trade Contractor agrees to pay and to defend and hold Construction Manager harmless against the payment of all contributions, taxes or premiums which may be payable by Trade Contractor under federal, state or local laws arising out of the performance of this Trade Contract, and all sales, use, personal property or other taxes of whatever nature levied or assessed against Owner, Construction Manager, or Trade Contractor arising out of this Trade Contract, including any interest or penalties. Trade Contractor shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the prosecution and completion of its Work and furnish copies thereof to Construction Manager before commencement of Work. Trade Contractor shall arrange for all necessary inspections and approvals by public officials.

b. The Trade Contractor, if a nonresident contractor, shall provide the Construction Manager, upon execution of this Trade Contract, a Certificate from the Commissioner of Revenue Services, Connecticut, stating that it has complied with Section 12-430(7) of the Connecticut General Statutes. In the event the nonresident Trade Contractor fails to provide the Construction Manager with said Certificate, the Construction Manager will withhold five percent (5.0%) of all payments made to Trade Contractor and deposit said sum with the Commissioner of Revenue Services. If Trade Contractor is a non-resident, its Connecticut Sales Tax Number is _____.

19. Laws, Regulations and Ordinances

Trade Contractor agrees to be bound by, and, at its own cost, comply with all federal, state and local laws, ordinances and regulations applicable to this Trade Contract and the performance of the Work hereunder including, but not limited to, the Occupational Safety and Health Act of 1970, all as currently amended. Trade Contractor shall be duly licensed to operate under the law of the applicable jurisdictions and shall furnish Construction Manager with evidence of such licensing and qualifications upon execution of this Trade Contract. Trade Contractor shall be liable to Construction Manager and Owner for all losses, costs and

expenses attributable to any failure by Trade Contractor, its employees and agents to comply with the foregoing laws, ordinances and regulations including, but not limited to, any fines, penalties or costs of corrective measures. Construction Manager shall have the right to withhold any payments due Trade Contractor hereunder until Trade Contractor complies with such law, ordinance or regulation.

20. Labor

a. Trade Contractor and its subcontractors shall not employ anyone to perform any portion of the Trade Contract Work whose employment may be objected to by Construction Manager or Owner.

b. **This section applies to non PLA contractors only.** It is understood that contracts will be awarded by Construction Manager and labor will be employed on the Project without discrimination as to whether employees, agents, suppliers or Trade Contractors of the Construction Manager or any other subcontractor, including those that may be employed by the Owner, are members or non-members of any labor or collective bargaining organization, and the Trade Contractor accepts this Trade Contract with this understanding. There should be no manifestations on the Project of any dispute between any labor organization and the Trade Contractor. The Trade Contractor agrees to employ workers, agents, suppliers and subcontractors who will perform the Work under this Trade Contract whether or not such other employees or mechanics on the Project are members or non-members of any labor or collective bargaining organization. Should any workers performing any portion of the Work engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstances shall be deemed a failure to perform the Work on the part of the Trade Contractor subject to the conditions and terms set forth in Article 8 above.

21. Equal Opportunity

a. In connection with the performance of Work, Trade Contractor shall not discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Trade Contractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Trade Contractor, and approved by the government when required, setting forth the provision of this Article 21.

b. Trade Contractor shall permit access to its books, records, and accounts by representatives of Construction Manager or Owner for purposes of investigation to ascertain compliance with the provisions of this Article 21.

c. In the event of Trade Contractor's non-compliance with the equal opportunity provisions of this Trade Contract, the Trade Contractor's right to proceed may be terminated for default.

d. Trade Contractor shall include the provisions of this Article 21 in every lower-tier Trade Contract and purchase order. The requirements of this Article 21 shall be in addition to any equal opportunity provisions of the Contract Documents.

22. Notices

All notices shall be addressed to the Parties at the addresses set out herein, and shall be considered as delivered when postmarked, if dispatched by registered mail, or when received in all other cases, including facsimiles.

23. Safety

a. The Trade Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Trade Contractor and Trade Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Construction Manager during the progress of the Work. Trade Contractor shall indemnify, defend and hold harmless Construction Manager and its officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) resulting from failure of Trade Contractor to comply with the aforesaid laws, regulations and codes. When so ordered, the Trade Contractor agrees to stop any part of the Work which the Construction Manager deems unsafe until corrective measures satisfactory to the Construction Manager have been taken, and further agrees to make no claim for damages growing out of such Work stoppages. Should the Trade Contractor neglect to adopt such corrective measures, Construction Manager may perform them and deduct the cost from payments due or to become due to Trade Contractor. Failure on the part of Construction Manager to stop unsafe practices shall in no way relieve Trade Contractor of its responsibility.

b. Hazardous materials shall not be brought to or used at the Project site without prior written approval of the Construction Manager.

c. The Trade Contractor shall, at its own expense, protect the Work and the areas where the Work is performed with such lights, barricades, and warning signs as are necessary for that purpose or may be required by the Construction Manager. The Trade Contractor shall provide such police officers, watchmen, and flagmen as may be deemed necessary by the Construction Manager and shall receive no additional compensation therefore except to the extent that the Construction Manager is reimbursed by the Owner for the specific services of each said officer, watchmen or flagmen.

d. Subcontractor also agrees that its labor force at the site will have completed OSHA 10 training and possess appropriate certification.

e. Should the Construction Manager observe that the trade contractor's employee is not in compliance with Federal, State and Local laws, regulations and codes applicable to the work and furthermore not in compliance with site safety standards established by the Construction Manager, the Construction Manager will issue a written notice of violation and non-

compliance to the trade contractor's employee and shall suspend the worker's right to have access to the site for a duration of one full work day. In the event the Construction Manager later cites the trade contractor's employee for a repeat violation of the same safety standard, the worker shall be permanently banned from the site by the Construction Manager and the Construction Manager will assess a fine of \$2500 against the Trade Contractor.

24. Severability and Waiver

The partial or complete invalidity of any one or more provisions of this Trade Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Trade Contract, or to exercise its rights herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

25. Governing Law

This Trade Contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law principles.

26. Advertising

Neither Trade Contractor, its subcontractors, suppliers nor employees shall take photographs of the Work onsite, or publish or display advertising matter of any description relating to the Project, without first obtaining the written consent of Construction Manager and Owner.

27. Bond

Within ten (10) days of execution of this Trade Contract, the Trade Contractor (except set aside contractors) shall furnish at Trade Contractor's expense a Performance and Payment Bond each in the full amount of this Trade Contract. The bond form and the surety shall be acceptable to the Construction Manager. Failure to deliver such bonds is a material breach of this Trade Contract.

28. Execution

The Trade Contract is signed by a legal representative of the Trade Contractor authorized to bind Trade Contractor, be it individual, partnership or corporation, to all terms of this Trade Contract. Should this Trade Contract, because of the manner of execution, not be legally binding upon the Trade Contractor for any reason whatsoever, all Work under this Trade Contract shall be performed at the risk of the Trade Contractor, and, should this Trade Contract be voided due to improper execution, Trade Contractor agrees to waive all claims for compensation for Work performed.

29. Complete Agreement

The Trade Contract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. No modification of this Trade Contract shall be effective unless it is in writing and signed by a duly authorized officer of the Construction Manager, except in emergency situations as provided in Paragraph 7.a., nor may the provisions of this clause be waived except by such a writing. This Trade Contract shall be binding upon and inure to benefit of the Parties hereto and their respective successors, legal representatives and assigns.

30. Confidentiality

The Trade Contractor warrants and represents that all information communicated or disclosed in connection with the Project or the Owner shall be deemed confidential to the extent so designated by Construction Manager and shall not be communicated or disclosed to any third party without prior written consent of the Construction Manager, or as may be required to perform the Work, or by any applicable law.

31. No Duty Owed

Nothing in this Trade Contract is intended to create, nor shall it create, any duty owed by either of the Parties hereto to any third party, nor shall any third party be entitled to any rights as a third party beneficiary hereof.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have hereunto executed this Trade Contract, on the day and year first above written.

Exhibits:

- A - Contract Documents
- B - Scope of Work
- C - Insurance
- D - Project Schedule
- E - Alternates
- F - Unit Prices
- G - Allowances

TRADE CONTRACTOR:

CONSTRUCTION MANAGER:
NEWFIELD + DOWNES JOINT VENTURE

By: _____

By: _____

Name: _____

Name: DAMIEN T. DAVIS

Title: _____

Title: MANAGING PARTNER

Date: _____

Date: _____

NEW LONDON HIGH SCHOOL
ADDITIONS & RENOVATIONS
Phase 2: Early Haz-Mat Package
State Project #095-0090 MAG/N

**EXHIBIT A
CONTRACT DOCUMENTS**

- 1. The Agreement is this executed Form of Agreement between the Construction Manager and Trade Contractor.**
- 2. Agreement between Newfield + Downes Joint Venture and the City of New London.**
- 3. General Conditions of the Contract, Special Project Conditions bound in the Project Manual.**
- 4. Project Labor Agreement between the Norwich-New London Building Trades Council and Newfield + Downs Joint Venture bound in the Project Manual.**
- 5. Project specifications. List attached.**
- 6. Project drawings. List attached**
- 7. Bulletins and Addendums. List attached.**

**EXHIBIT B
SCOPE OF WORK**

- 1. Bid Package xxx xxxxxxxxxxxxxxxxx. Bid package contained in Project Manual.**

**EXHIBIT C
INSURANCE**

1. **Workers' Compensation, Employer's Liability** – Trade Contractor shall provide Workers' Compensation insurance in applicable statutory limits and requirements and Employer's Liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000) each accident for bodily injury by accident and One Hundred Thousand Dollars (\$100,000) each employee for bodily injury by disease with a Five Hundred Thousand Dollar (\$500,000) policy limit covering each and every worker used in connection with the Services. Policy shall be in accordance with statutory requirements.
2. **Commercial General Liability Insurance** – Commercial General Liability Insurance shall be provided by the Trade Contractor in the following amounts: One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This policy should be written on an occurrence basis on ISO form (CG 00 01 01 96) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent Construction Managers, product/completed operations (3 years), personal injury liability, and liability assumed under insured contract (including the tort liability of another assumed in a business contract). There shall be no modification limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.
3. **Comprehensive General Automobile Liability** – Trade Contractor shall provide Comprehensive General Automobile Liability for bodily injury and property damage liability of not less than Two Million Dollars (\$2,000,000) combined single limit. This policy should be on a standard form written to cover all owned, hired, leased and non-owned automobiles, trucks and trailers.
4. **Umbrella Excess Liability Insurance** – This policy in the minimum amount of Five Million Dollars (\$5,000,000) shall be written on an umbrella excess basis over the employer's liability, commercial general liability, and comprehensive general automobile liability coverages described herein.
5. **Equipment Installation** – Trade Contractor shall provide an equipment and installation floater in the broadest coverage form available covering Trade Contractor's tools and also materials not accepted by Owner.
6. **All Risk Property Insurance** – Owner will provide or cause to be provided on all accepted and installed materials, but will not provide any coverage for material off-site or in transit.
7. **General Requirements** – Trade Contractor must include coverage for its subcontractors and suppliers on its policies or submit an equivalent insurance policy from each of its subcontractors before their work commences.
8. **Pollution Liability Insurance** – The Abatement or Remediation Contractors (any contractors performing asbestos abatement, PCB abatement, hazardous material removal or remediation) shall carry Pollution Liability Insurance coverage with project specific limits of Five Million Dollars (\$5,000,000) per occurrence.

9. **Professional Liability Insurance** – Trade Contractor shall provide (as applicable for those firms performing engineering or other design services associated with their work) Professional Liability insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate.
10. All insurance policies must be endorsed to provide that the insurer will give Construction Manager at least thirty (30) days written notice of cancellation or modification. Trade Contractor will furnish the Construction Manager Certificates of Insurance and copies of all insurance policies as requested.

All insurance policies, except for Workers' Compensation, shall be endorsed to include Owner, Construction Manager and their respective officers, directors, agents and employees as additional insureds (collectively "Indemnitees") on a primary and non-contributory basis for both ongoing and completed operations. All insurance policies shall contain express waivers by the insurance company of its rights of subrogation against the Indemnitees.

No insurance policy shall have a deductible greater than Twenty-Five Thousand Dollars (\$25,000).

NEW LONDON HIGH SCHOOL
ADDITIONS & RENOVATIONS
Phase 2: Early Haz-Mat Package
State Project #095-0090 MAG/N

EXHIBIT D

PROJECT SCHEDULE


AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Newfield + Downes

ADDRESS: 225 Newfield Ave., Hartford CT 06106

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
 Partnership
 Individual
 Joint Venture
 Other

NAME OF PROJECT (if applicable): New London High School

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
 HVAC
 Electrical
 Plumbing
 Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation:
 § 1.3.2 State of incorporation:
 § 1.3.3 President's name:
 § 1.3.4 Vice-president's name(s)

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of 20

Notary Public:

My Commission Expires:


AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)***OWNER:***(Name, legal status and address)*

Newfield + Downes
 225 Newfield Ave.
 Hartford, CT 06106

BOND AMOUNT: \$**PROJECT:***(Name, location or address, and Project number, if any)*

New London High School
 490 Jefferson Ave.
 New London, CT 06050

SURETY:*(Name, legal status and principal place of business)***ADDITIONS AND DELETIONS:**

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

init.

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

New London High School North Campus
 State Project No. TMP-095-FHKN
 New educational facility consisting of approximately 170,000 square feet for
 approximately 1000 students to be located at 490 Jefferson Avenue, New London, CT
 06320

THE OWNER:

City of New London
 181 State Street
 New London, Connecticut 06320

THE ARCHITECT:

Antinozzi Associates, P.C.
 271 Fairfield Avenue
 Bridgeport, Connecticut 06604

ADDITIONS AND DELETIONS:

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GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 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 Agreement to which this A201, as modified, is attached to and made a part thereof, Conditions of the Contract (General, Supplementary and other 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) an Approval Letter, (4) a Construction Change Directive or (5) 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 the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part 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. The Contract Documents shall govern the execution of the Work.

§ 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, project manuals, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

There shall be no Initial Decision Maker to render initial decisions on Claims and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 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 and make the Work complete and operable in all respects, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

§ 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. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of sections of the Specifications.

§ 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.

§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not called to the Owner's or Architect's attention in writing prior to award of the Contract, the Contract Documents shall be construed according to the following priorities:

Highest Priority	Modifications to the Agreement
Second Priority	Agreement
Third Priority	Addenda (later date to take precedence - if any)
Fourth Priority	General Conditions
Fifth Priority	Bidding Requirements
Sixth Priority	Drawings and Specifications

§ 1.2.4 Contractor and all Subcontractors shall refer to all of the drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the documents of the specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. If work is required in a manner to make it impossible to produce work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request, in writing, an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out Work in the required manner or to provide required guarantees, warranties, or bonds, and the Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.5 Should conflict occur in or between the Drawings and Specifications, the Contractor is deemed to have included the better quality and larger quantity of work in the Bid.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.10 Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show exact physical locations or configurations of Work. Such Work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets shall be obtained from Architect before the Work is roughed in; Work installed without such information from Architect shall be relocated at Contractor's expense.

§ 1.2.11 Test boring and soil test information included with the Contract Documents or otherwise made accessible to Contractor was obtained by Owner for use by Architect in the design of the Work. Owner does not hold out such

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information to the Contractor as an accurate or approximate indication of sub-surface conditions, and no claim for extra cost or extension of time resulting from a reliance by Contractor on such information shall be allowed except as provided in Section 3.7.4.

§ 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.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and the Owner shall be the owner of the Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. 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 Owner or Owner's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice acceptable to Owner. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties shall transmit Instruments of Service or any other information or documentation in digital form pursuant to the protocols governing such transmissions established by the following documents as modified for the Project: (i) AIA Document E203™-2007, Building Information Modeling and Digital Data Exhibit; (ii) AIA Document G201™-2013, Project Digital Protocol Form; and (iii) AIA Document G202™-2013, Project Building Information Modeling Protocol Form.. The Contractor agrees that use of Instruments of Service in electronic form: (a) is not a substitute for professional judgment; (b) does not relieve the Contractor from applying the appropriate standard of care and skill relevant to the use of the Instruments of Service; and (c) is only to be used as a tool to assist the Contractor in connection with the Project.

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. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the conditions indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. If Owner or Architect has made investigations of subsurface characteristics or concealed conditions of areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made

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available to Contractor by Owner or Architect, such information is furnished solely for the convenience of Contractor. Neither the Owner nor Architect assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by Owner or Architect in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. In connection with the foregoing, Contractor shall be solely responsible for locating and shall locate prior to performing any Work all utility lines, telephone lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables, and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Not in limitation of the foregoing, before performing any excavation at the Project Contractor shall use the services of Call Before You Dig.

§ 2.2.2 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 the use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 Section omitted.

§ 2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the conditions indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, 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.

§ 2.4 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 fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, in its sole and absolute discretion and without prejudice to other remedies the Owner may have, (a) furnish, or employ a person or entity to furnish, labor, services, materials or equipment to correct, remove and/or repair such deficiencies, as the Owner deems most expedient; (b) take such action as the Owner deems necessary to regain and/or maintain the Construction Schedule; and/or (c) withhold payment as permitted under the Contract Documents. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 RIGHTS CUMULATIVE

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner under the Contract Documents, at law, or in equity.

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 shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Work. The Contractor shall also furnish all necessary water, heat, light, and power.

§ 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 in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed (including, without limitation, (i) the location, condition, layout and nature of the Project site and surrounding areas; (ii) anticipated labor and supply costs; and (iii) availability and cost of materials, tools and equipment) and correlated personal observations with requirements of the Contract Documents. During the period that the Contractor is in care, custody and control of the Project site, the Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. During execution of the Work, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, (i) carefully study and compare the various Contract Documents, including, without limitation, the Schematic Design, Design Development and Construction Documents, relative to that portion of the Work, (ii) verify the Owner's design intent is reflected and incorporated into the Contract Documents, (iii) take field measurements of any existing conditions related to that portion of the Work, and (iv) observe any conditions and verify all grades, elevations dimensions or locations at the Project site affecting it. Any defects resulting from the Contractor's failure to comply with its obligations under this paragraph shall be promptly rectified by the Contractor, at its cost and expense and without additional cost to the Owner. The Contractor shall at once report to Architect and Owner, as a request for information ("RFI") or in such form as the Owner directs, any error, inconsistency or omission the Contractor may discover. The Contractor shall not proceed with Work affected by such errors, omissions, inconsistencies or variances without the Architect's response to such RFI. Any necessary change shall be ordered as provided in Article 7, subject to the requirements of Article 1 and other provisions of the Contract Documents. If Contractor proceeds with the Work without such notice to the Owner and Architect having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor should have discovered such errors, inconsistencies or omissions, the Contractor shall bear all costs arising therefrom. 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. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances as they relate to performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

§ 3.2.3 The Contractor shall examine the site of the Work and adjacent premises and the various means of approach to the site, and shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the complete execution of the work shown in the Contract Documents. The Contractor shall further inform itself as to the facilities for delivering, handling, and installing the construction plant and other equipment and the conditions and difficulties that will be encountered in the performance of the Work.

§ 3.2.4 The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or through the exercise of reasonable diligence should have recognized such errors, inconsistencies, omission, or difference and failed to report it to the Owner and Architect. Contractor shall give Architect and Owner timely and proper notice and documentation of any additional design drawings, specifications, or instructions required to define the Work in greater detail, correct coordination issues, or to permit the proper progress of the Work either prior to starting construction or during construction activities.

§ 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, and not the Owner, shall be solely responsible for, and have control over, charge of and responsibility for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. 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 will not be safe with the proper exercise of safety precautions and programs required hereunder, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be responsible for loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 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 shall inspect all materials delivered to the site and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.3.5 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract Time, and Contractor shall not be entitled to an increase in the Contract Sum therefor.

§ 3.3.6 The Contractor shall confine all operations (including storage of materials) conducted on the Project site to areas authorized or approved by Owner.

§ 3.3.7 The Owner may undertake or award other contracts for additional work at the Project. With regard to the Work of the Owner's third party contractors, subcontractors, and vendors or work that is otherwise not the responsibility of Contractor, Contractor shall fully cooperate with such third parties and shall provide management support to Owner in order to assist the Owner in managing and coordinating such work, which management support shall be limited to providing scheduling input to Owner and the third parties with respect to the delivery and installation of third party services, materials, and equipment that must be integrated with Contractor's Work.

§ 3.3.8 The Contractor shall at all times staff the Project adequately for high quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.9 The Contractor shall at all times make provisions to protect the existing building (if any) or new construction from damage due to the Work or due to the weather.

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§ 3.3.10 The Owner or the Owner's Designated Representative shall have access to the Work site and all Work. No inspection by the Owner's Designated Representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

§ 3.3.11 If part of the Work is adjacent to or dependent upon work by a separate contractor or the Owner's own forces, the Contractor shall meet and coordinate with such separate contractor or forces prior to proceeding with that portion of the Work.

§ 3.3.12 The Contractor shall ensure that personnel performing the Work comply with an Owner-approved logistics plan for the use of the Project site and its surroundings, parking, temporary facilities, utilities, staging and storage for the Project, including phasing, in coordination with the needs of the Owner and the requirements of governmental authorities.

§ 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. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall remove all temporary connections, distribution lines, meters, and associated paraphernalia.

§ 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect in consultation with the Owner and in accordance with a Change Order, Approval Letter or Construction Change Directive. Substitutions and alternates may be rejected in the Owner's sole discretion. Substitutions and alternates will be considered only if: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations; (ii) specified products are unavailable through no fault of the Contractor or any Subcontractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in a designated space; (iv) the manufacturer or fabricator refuses to certify or guaranty the performance of the specified product as required; or (v) when, in the sole judgment of the Owner, a substitution would be substantially in the Owner's best interests in terms of cost, time or other considerations.

§ 3.4.2.1 No time extensions shall be allowed nor any responsibility assumed by the Owner if the Contractor submits a request for a substitution, whether such request is approved or denied.

§ 3.4.2.2 Approval by the Owner of any substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by the Architect and other trades for changes made necessary to accommodate the substituted item. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by Contractor, notwithstanding approval or acceptance of such substitution by Owner or Architect, unless such substitution was made at the written request or direction of Owner or Architect.

§ 3.4.3 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 employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 When the Contract Documents require Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents. When the Contract Documents describe the Work in general terms, but not in complete detail, Contractor understands and acknowledges only the best general practice is to be employed. Any design detail furnished by Contractor shall be in conformance with applicable laws and shall be sufficient for the purposes intended. Contractor shall closely inspect all materials as delivered and all Work as performed and shall promptly reject and return all substandard materials and redo all substandard Work without awaiting Architect's inspection and rejection thereof. Such Contractor inspection of all Project materials shall be performed, in part, to confirm and/or verify that no hazardous materials are incorporated in to the Project or Work and the Contractor shall reject any and all Project materials

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containing hazardous materials unless the Contract Document specifically require such hazardous materials for 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, including substitutions not properly authorized, shall 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. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers and manufacturers. Manufacturers' warranties and warranties by others shall not relieve the Contractor of any of its responsibilities.

§ 3.5.2 Contractor shall be responsible for determining that all materials furnished for the Work meet all the requirements of the Contract Documents. The Architect or Owner may require Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Owner or Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at Contractor's expense. This provision shall not require Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by Contract Documents to be performed at Contractor's expense.

§ 3.5.3 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by Contractor and approved in writing by Owner and Architect as provided in Subparagraph 3.4.2.

§ 3.5.4 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits.

§ 3.5.5 The warranty provided in this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.6 Contractor shall procure and deliver to Architect, no later than the date claimed by Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.5.7 The Contractor's warranty on all materials and equipment shall be for a minimum of 12 months after Substantial Completion of the Work or a portion thereof, unless there is a longer period provided for specific materials and equipment in the Contract Documents.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 Contractor shall be familiar with the current regulations of the Department of Revenue Services. The tax on materials, supplies, or products purchased for this Project and exempted by such regulations shall not be included in the Contract Sum.

§ 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, municipal, quasi public and/or regulatory 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. Upon the Owner's request, the Contractor shall cooperate with and assist the Owner in the event the Owner seeks to pursue a reduction of any permit or license fees. Before commencing Work, the Contractor shall submit copies of such permits or written proof that required permits have been obtained.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If Contractor performs Work knowing it to be contrary to any laws, statutes, ordinances, building codes, rules, regulations or recorded covenants or restrictions applicable to the Project Site, Contractor shall assume full responsibility for such work and shall bear and be liable to Owner for the attributable costs and damages arising therefrom and indemnify Owner against the adverse consequences thereof. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner and Architect in writing so that the Owner may take such action as at his discretion the Owner may determine to be necessary. The requirements of the foregoing section do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such requirements exceed those of laws, ordinances, rules, regulations, and order of any public authority applicable to the Work.

§ 3.7.4 If the Contractor encounters conditions at the Project 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 shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner, in consultation with the Architect, will promptly investigate such conditions and, if it is determined 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, the Contractor shall be entitled to an equitable adjustment in the Contract Sum or Contract Time, or both. No request by the Contractor for an equitable adjustment to the Contract Sum or Contract Time under this sub-section or the following sub-section shall be allowed, unless the Contractor has given the required written notice. No change in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions that were disclosed to or that reasonably should have been known to the Contractor in the proper exercise of its obligations hereunder. Further, no request by Contractor for such equitable adjustment shall be allowed if made after the Architect has issued the final Certificate of Payment.

§ 3.7.5 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 in writing. 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 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; and
- .3 whenever costs are more than or less than allowances, the Contract Sum may be adjusted accordingly by Change Order or Approval Letter, as applicable. The amount of any such Change Order or Approval Letter 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.

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

§ 3.9 PROJECT MANAGER AND SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work until the date of Substantial Completion, and for such additional time thereafter as the Owner may determine to be necessary for the expeditious completion of the Work. The project manager and superintendent shall be satisfactory to the Architect and the Owner and shall not be changed except with the written consent of the Owner unless the project manager or superintendent ceases to be in the employ of the Contractor. Owner shall have the right, at any time, to direct a change in Contractor's representatives if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's reasonable discretion. Owner shall have no obligation to direct or monitor Contractor's employees. The project manager shall represent the Contractor, and all notices and other communications given to the project manager shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the name and qualifications of a proposed project manager and superintendent.

§ 3.9.3 The Contractor shall not employ a proposed project manager or superintendent to whom the Owner has made objection.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's Construction Schedule (as such term is defined in the Agreement) for the Work, including man-loading/labor required to perform the Work. The Construction Schedule shall not exceed time limits established under the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule and all schedule updates shall clearly delineate all Subcontractor start and finish dates, realistic activity sequences and durations, critical dates by which Shop Drawings, Product Data, Samples and other submittals must be processed and the times by which products requiring long delivery lead times must be procured, commissioning and closeout process as well as the anticipated dates for the Owner's other contractors, if any, to coordinate their work with the Contractor's Work. The Contractor shall update the Construction Schedule on a monthly basis, or more frequently as required by the Owner, the condition of the Work or the Project, or as necessary to keep the Owner apprised of the progress of the Work. Construction schedule updates shall conspicuously note any changes to the prior submitted schedule update. The Construction Schedule shall not be modified or extended without the prior approval of the Owner in each instance.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract, but in no event later than fifteen (15) days after the award of subcontracts or later than the date of the first submittal to be reviewed by the Architect and Owner, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's Construction Schedule, (2) allow the Architect reasonable time to review submittals, and (3) be updated weekly and submitted to the Owner and Architect. If the Contractor fails to submit a 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. The Contractor shall collaborate with the Owner and the Architect to establish and implement procedures for expediting the processing and approval of Shop Drawings, Project Data, Samples and other similar submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders, Approval Letter, Construction Change Directives and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. At the completion of the Work, the Contractor shall certify by signing on them that each of the foregoing marked documents is complete and accurate. These shall be available to the Architect and shall be 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 No review or receipt of such records by the Architect or Owner shall be considered a waiver of any deviation from the Contract Documents or approved shop drawings, or any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.11.3 The Contractor shall maintain at the Project site on a current basis records of all subcontracts, purchase orders, materials, equipment, maintenance and operating manuals and instructions, warranties, and any other related documents and revisions which arise out of any subcontract or the Work. The Contractor will make records stored at its home office available to the Owner at the Project site on the Owner's request. At the completion of the Project, the Contractor shall promptly deliver all such records to the Owner.

§ 3.11.4 The Contractor shall establish and maintain a log of RFI's that includes date submitted, date response required and date returned. This log shall be updated and submitted to the Owner weekly. The Contractor shall submit all RFI's in writing on a pre-approved form, which shall provide space for the requested information and the response.

§ 3.11.5 Contractor's Daily Report. The Contractor shall prepare a Contractor's Daily Report to the Owner that identifies the Contractor's staff, Contractor's direct labor, subcontractors on the Project site and the areas of Work for the day.

§ 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 the way by which 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 Owner and Architect or, in the absence of an approved 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.

§ 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 determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data or Samples and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing and approving Shop Drawings, Product Data and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate. The Architect's comments made on the Shop Drawings, Samples, or other submitted data during reviews do not relieve the Contractor from compliance with requirements of the Drawings and Specifications and other Contract Documents. Comments made which are construed by the Contractor as altering the Contract Sum must be reported to the Architect immediately. No work action may be taken prior to a resolution or written consent of Architect. Any Work not shown on the Shop Drawings which is shown in the Contract Documents remains part of the Project requirements. The Architect is not responsible for completeness of the Shop Drawings nor as such shall the Shop Drawings supersede the requirements of the Contract Documents. The Contractor is responsible for: determining quantities; confirming and correlating dimensions; selecting fabrication processes and techniques of construction; coordination for all of the Work; overseeing safety; and executing the Work in a satisfactory manner.

§ 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 informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order, Approval Letter 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 written 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. 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 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 all 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine operations at the Project site to areas permitted by

applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

§ 3.13.2 The Contractor shall at all times cooperate and coordinate with any other contractors and the Owner with respect to schedules and interferences with the Work so as to complete the Project on schedule.

§ 3.13.3 Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other such adversity is solely the responsibility of the Contractor.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. Structural members shall not be cut except with the prior written permission of the Architect. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor shall in all cases exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting and damage is not permitted and the Contractor will be held responsible for such avoidable or willful cutting or damage.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract on a daily basis. Furthermore, the Contractor shall be responsible for maintaining cleanliness of surrounding access roads and property adjacent to the Project site. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Burning of waste materials and rubbish at the Project site is not permitted. Removal and proper disposal of all waste material and rubbish is included in the Contract Sum.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 (including liability, costs, and attorney's fees related thereto or to enforcement of this Subparagraph) on account thereof, but shall not be responsible for such 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 a patent, the Contractor shall be responsible for such loss (including liability, costs, and attorney's fees related thereto or to enforcement of this Subparagraph) unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the Contractor hereby agrees to and shall at all times defend, indemnify and hold Owner and its subsidiaries, affiliates, officers, agents, excluding design professionals, and employees, wholly harmless from any and all losses, costs, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, liability, suits by any person or persons, injuries, damages or death and other liabilities of whatsoever kind or nature arising out of or resulting from the performance (or attempted performance) of the Work, or otherwise caused by, incident to, connected with or arising directly or indirectly out of: (a) the performance of this Contract by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, (b) any breach or failure to comply with applicable laws, codes or regulations by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (c) any act, omission, intentional misconduct or negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnity shall survive the termination of this Contract.

§ 3.18.2 In any and all claims against any person or entity indemnified under this Section 3.18 by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under insurance coverage required by the Contract Documents, Workmen's Compensation Acts, disability benefits acts or other employee benefits acts.

§ 3.18.3 If Contractor fails to defend any person or entity indemnified hereunder, such person may defend any suit, action or other legal proceeding and the actual costs thereof (including, without limitation, attorneys' fees) shall be included as part of the loss, cost, damage and expense covered by Contractor's indemnity.

§ 3.18.4 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure by the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any claims, liens, charges (including attorneys' fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees.

§ 3.18.5 As pertains to Paragraph 3.18, the Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor where there is not a commonality of interests between the Owner and the Contractor or as to claims that are not insured. The Contractor expressly consents to the Owner's selection of legal counsel and waives any waivable conflict.

§ 3.19 ASSIGNMENT

§ 3.19.1 Neither this Contract nor any payments becoming due hereunder shall be assigned by Contractor without the written consent of Owner.

3.20 ACCESS TO BOOKS AND RECORDS

§ 3.20.1 Upon forty-eight (48) hour prior notice to Contractor, the Owner shall at all times have the right to inspect and copy the books and records (however kept) of the Contractor for verification of work done, payments due, amounts claimed, obligations owed Subcontractors or suppliers, or any other aspect of the Contractor's obligations regarding the Work and this Agreement. In the event of an emergency, the Owner shall have the right to inspect and copy such books and records without prior notice. The Contractor shall keep books and records adequate to support its costs and charges, to comply with generally accepted accounting principles, and to evidence compliance with this Agreement. At the Owner's request, the Contractor shall promptly provide evidence satisfactory to the Owner of the Contractor's compliance with the Contract Documents.

ARTICLE 4 ARCHITECT**§ 4.1 GENERAL**

§ 4.1.1 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.

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GENERAL CONDITIONS OF THE CONTRACT

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§ 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 and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner may employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 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 when directed by Owner be an Owner's representative during construction until Final Payment (as such term is defined in Section 9.10.1). The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect shall have no authority to order any extra-contractual work or services, contractually bind the Owner or alter the Owner's rights and obligations under the Contract Documents.

§ 4.2.1.1 The Owner shall in its discretion have the option to have the administration of the Contract performed by the Architect, an Owner's representative, a Construction Manager, or other party. As of the date of this Agreement, the Owner has elected to have the administration of the Contract performed by the Owner.

§ 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 familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall report promptly to the Owner any objectionable Work at the time discovered or reasonably should have been discovered. 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will issue written reports to Owner and Contractor about the progress and quality of the portion of the Work completed, which reports shall include all (1) known deviations from the Contract Documents and from the most recent Construction Schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work and (3) any Work rejected by the Architect or additional inspections or testing required by the Architect. 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other directly about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor unless the Owner indicates otherwise. Communications by and with separate contractors shall be through the Owner.

§ 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 recommending payment on such amounts. The Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor's Applications for Payment, and the Owner shall have the right to communicate with any individual or entity involved in the Project to verify amounts included in Applications for Payment.

§ 4.2.6 The Owner and Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner and/or Architect considers it necessary or advisable, the Architect, with the Owner's consent, will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

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responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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. The purpose of such review is to evaluate conformance with the Contract Documents and all applicable laws, statutes, ordinances, and regulations. The Architect's action will be taken in accordance with the Owner approved submittal schedule 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. The Architect shall endeavor to complete its review within the limits set forth in the Owner approved submittal schedule. 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, unless otherwise specifically stated by the Architect, 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 If requested by the Owner, the Architect will review Change Orders and Approval Letters prepared by the Contractor and the Architect will prepare Construction Change Directives as directed by the Owner, and the Architect may, at the Owner's direction, authorize minor changes in the Work as provided in Section 7.4. The Architect will make recommendations to the Owner regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect, in consultation with the Owner, will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect will 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.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the Project site.

§ 4.2.11 The Architect will make recommendations on matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the Owner. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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.

§ 4.2.13 The Architect's decisions 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 a RFI about the Contract Documents. The Architect's response to such request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness and in no event later than ten (10) days from the date of the Contractor's request, to ensure that there is no negative impact on the Construction Schedule. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the RFI.

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 subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor (of any tier) 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. 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14 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 has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time 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 or Contract Time 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 previously selected if the Owner makes reasonable objection to such substitution. The Owner may reasonably require the Contractor to change any Subcontractor previously approved, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change. The Contractor shall supply Owner with a list of the names and addresses of all Subcontractors and material suppliers on request and from time to time.

§ 5.2.5 If any of the Subcontractors or personnel involved in the Project is not fulfilling its responsibilities properly, the Owner may require such personnel to be terminated or removed and replaced as expeditiously as possible with Subcontractors or personnel acceptable to the Owner.

§ 5.2.6 Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Owner and any of the Subcontractors, except as provided in § 5.4.

§ 5.2.7 The form of each subcontract shall be submitted to the Owner for its review, which shall not be unreasonably delayed. Each subcontract shall expressly provide for the contingent assignment referred to in Section 5.4.1.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by the 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. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors of all tiers. 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 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

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proposed Sub-subcontractors. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 5.3.2 The Contractor shall include in each subcontract an obligation for the Subcontractor to provide immediate notice of any material adverse change to the Subcontractor's financial condition since the date of the award, that there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of Subcontractor's knowledge, threatened against Subcontractor, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Subcontractor of its obligations under its subcontract with Contractor. If the Contractor becomes aware of any material change in the financial condition of a Subcontractor or Sub-subcontractor during the progress of the Project, the Contractor shall give the Owner prompt, written notice of such change.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement 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 for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights under the subcontract.

§ 5.4.2 The Contractor shall, upon the request of Owner, submit a copy of each subcontract signed by Contractor in connection with the Project. Each subcontract shall contain a contingent assignment of the subcontract to the Owner consistent with Section 5.4..

§ 5.4.3 Upon such 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 Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following provisions:

- .1 An agreement that the Owner is a third-party beneficiary of the Sub-contract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, express or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement;
- .2 A provision that the agreement shall be terminable upon seven (7) days' written notice by the Contractor (or Subcontractor) or, if the Subcontract (or Sub-subcontract) has been assigned to Owner, by Owner;
- .3 A provision that neither the Contractor nor the Subcontractor (or Sub-subcontractor) shall have the right to require arbitrations of any disputes; and
- .4 A provision requiring the Subcontractor (or Sub-subcontractor) to submit releases and certificates and waivers of liens for work completed by it and its Sub-subcontractors as a condition precedent to the disbursement of the progress payment next due and owing.

§ 5.4.5 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Contractor, Owner, Architect, and their respective officers, directors, agents, and employees of any and all liability arising out of the

respective subcontractor's work.

§ 5.4.6 The Owner assumes no responsibility for the overlapping or omission of parts of the Work by various Subcontractors in their agreements with the Contractor, such responsibility being solely with the Contractor.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner's separate contractors, if any, may have access to those portions of the Project site under construction prior to the anticipated date of Substantial Completion for the purpose of installing items which it is more cost effective for the Owner to have installed during the progress of the Work (i.e., before walls and ceilings are completed). The Owner and Contractor agree to cooperate in scheduling all entries and work by the Owner's separate contractors.

§ 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 schedule, coordinate and cooperate fully with all other contractors. The Contractor shall take such steps as the Owner and Contractor after joint review and mutual agreement may require to assure scheduling, coordination, and cooperation among the contractors and the Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph deleted)

§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

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§ 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 allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK**§ 7.1 GENERAL**

§ 7.1.1 Pursuant to CREC Change Order Process (as such term is defined in the Agreement) procedures and approval process, Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Approval Letter, 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 between the Owner and Contractor; an Approval Letter shall be based upon agreement between the Owner and Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect, at the direction of the Owner.

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

§ 7.2 CHANGE ORDERS AND APPROVAL LETTERS

(Paragraphs deleted)

§ 7.2.1.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner and Contractor, which states their agreement upon all of the following:

- .1 The change in the Work for work that out is outside the scope of work set forth in the Guaranteed Maximum Price Amendment (as such term is defined in the Agreement);
- .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.

§ 7.2.1.2 The Architect's signature on a Change Order indicates its recommendation of the change but shall not be a condition to its validity

§ 7.2.2.1 An Approval Letter is a written instrument prepared by the Contractor and signed by the Contractor and Owner, which states their agreement upon a change in the Work for Work that is part of the scope of work set forth in the Guaranteed Maximum Price Amendment. The cost of such Approval Letter change in the Work is a Cost of the Work included within the Guaranteed Maximum Price established by the Guaranteed Maximum Price Amendment.

§ 7.2.2.2 The Architect's signature on an Approval Letter indicates its recommendation of the change but shall not be a condition to its validity

§ 7.2.3 Architect or Owner shall provide no oral orders or directives to change the Work and Contractor is not obligated to follow any such oral directives or orders. All such directives or orders shall be made in writing by the Owner, upon consultation with the Architect. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation for such work and the Contractor shall not be excused from compliance with the Contract Documents. The requirements set forth in this Article 7 are the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, no oral, express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis for any claim to an increase in the Contract Sum or Contract Time. Changes in the Work may be made without notice to Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to Owner.

§ 7.2.4 Agreement on any Change Order or Approval Letter 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, Contract Time and the Construction Schedule.

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directives shall be prepared by the Owner or Architect, at the direction of the Owner, and signed by 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.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be *(Paragraphs deleted)* as provided in Section 7.3.7.

§ 7.3.4 If quantities originally contemplated in establishing Unit Prices are materially changed in a proposed Change Order, Approval Letter or Construction Change Directive so that application of such Unit Prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable Unit Prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect 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.

§ 7.3.6 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. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the adjustment shall be recorded on the basis of reasonable expenditures based upon the costs set forth below and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead, such overhead amount being included in the General Conditions Lump Sum Amount, and profit, such profit amount being included in the Construction Manager's Fee, as such General Conditions Lump Sum Amount and Construction Manager's Fee are adjusted for increases in the Cost of the Work as set forth in Section 5.1.1 the Agreement and, if applicable, in Section 5.1.2 of the Agreement for Subcontractor's overhead and profit. In such case, the Contractor shall keep and present, in such form as the Owner may require, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following costs; provided, however the following costs are not included for the purposes of this Section 7.3.7 to the extent the following costs are under the Contract Documents included in the General Conditions Lump Sum Amount:

- .1 Costs of labor at the rates set forth in labor rates set forth in the Construction Staffing Matrix (the "Labor Rates"), which Construction Staffing Matrix is an exhibit attached to and part of the Agreement;
- .2 Unit Prices for materials, supplies and equipment and if there are no applicable Unit Prices for such then costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others (provided that the rates were previously agreed to by the Owner and the Owner shall not be charged for idle time for Contractor-owned equipment including that owned by the Contractor's affiliated companies, the Contractor's officers, owners, or employees, Subcontractors, Sub-subcontractors, or their agents or employees, or any other persons or entities performing any portion of the Work);
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work at the rates set forth in Article 6 of the Agreement; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change based upon the labor rates set forth in Article 6 of the Agreement.

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Under no circumstances shall the compensation to the Contractor and Subcontractors in connection with Change Orders or Approval Letters be more than the Contractor's and Subcontractor's costs set forth in this Subparagraph 7.3.7 plus no more than the overhead and profit amounts set forth Sections 5.1.1 and 5.1.2 of the Agreement.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit, at the rates set forth in Sections 5.1.1 and 5.1.2 of the Agreement shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment absent the Owner's express, written consent. The Architect, in consultation with the Owner, will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determine to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the change will be recorded as a Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to the Owner's approval, may order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Contractor. The Architect shall provide prompt, written notice to the Owner of any minor change in the Work ordered by the Architect.

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 Agreement.

§ 8.1.3 The date of Substantial Completion is the date determined 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 Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner, and or prior to receiving written notice to proceed from the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously in accordance with the Construction Schedule with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by Section 8.3.1, the Contractor shall not make any

claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the Construction Schedule.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work by Owner or Architect; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes Owner determines may reasonably justify delay, then the Contract Time shall be extended by Change Order for a reasonable time as determined by Owner.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents; provided, however, Contractor shall be entitled to additional compensation for delays in the progress of the Work only to the extent that the actual Substantial Completion date for the entire Project (including all phases) exceeds thirty (30) days beyond the contractual Substantial Completion date, as may be adjusted by Change Order. Furthermore, the Contractor's sole remedy for delays excusable under Section 8.3.1 is an extension of time as provided herein and additional compensation, exclusive of any damages claimed by the Contractor on account of compensable claims by Subcontractors or suppliers, limited to, as determined by the Owner, either of the following: (i) an equitable adjustment to the General Conditions Lump Sum Amount, or (ii) Contractor's actual costs of supervision and field personnel at the Project site attributable to such delay based upon the Labor Rates.

§ 8.3.4 Contractor shall include in each subcontract the following language: "Subcontractor acknowledges that delays resulting from changes in the work, extreme weather, changes to the sequencing of the work, material shortages, transportation, strikes and other causes are inherent in the construction process. Subcontractor acknowledges that it has accounted for delays in its prices and agrees to bring no claims for money damages as a result of any delay or hindrance. In the event that Subcontractor claims that it has been delayed or hindered, it shall submit a request for a time extension to Contractor in the manner and pursuant to the time periods set forth in the Contract Documents. If it is determined that Subcontractor has been delayed or hindered through no fault of its own, the time for performance hereunder will be extended and the extension of time will be Subcontractor's sole remedy for the delay. Under no circumstances will the Contractor or Owner be liable to the Subcontractor for damages resulting from any delays or hindrances."

§ 8.3.6 The Contractor shall not be entitled to any delay costs for delay to any early completion date elected by the Contractor or those for whom it is responsible.

§ 8.3.7 If, in the opinion of the Owner, the Contractor falls behind the approved Construction Schedule, the Contractor shall take all steps necessary to improve its progress, including those that may be required by the Owner, without additional costs to the Owner. In these circumstances, the Owner may require the Contractor, at no additional cost to Owner, to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedules or "recovery" schedules in such detail and form as the Owner deems necessary to demonstrate how the approved rate of progress shall be regained.

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

§ 8.4 The Contractor shall not be entitled to an adjustment of the Contract Sum or Contract Time on account of delays: (i) that it could have avoided or mitigated using the Contractor's commercially reasonable professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by, or could have been reasonably anticipated and avoided by, the Contractor or those for whom the Contractor is responsible; or (v) are of a duration of one day or less.

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§ 8.5 The Owner may direct the Contractor to take such action, including adding, increasing or supplementing the workforce, the number of shifts, the days of work and/or overtime operations, as necessary to minimize threatened delays to Substantial Completion, and the Contractor shall adjust the Construction Schedule on account of such directives. The Contract Sum may be adjusted on account of such acceleration only to the extent that the acceleration is due to a delay that is excusable under § 8.3.1.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

(Paragraph deleted)

§ 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 Notwithstanding anything in the Agreement or the Contract Documents, the Contractor expressly waives any right to payment due under this Agreement until the Project's state grant money is released and available to the Owner for payment of Project costs, including, without limitation, payments due under this Agreement. Contractor further agrees and acknowledges that it relies for payment for Work performed on the credit of the State of Connecticut and not the Owner. The Contractor acknowledges that this Project would not go forward but for the state's grant of money for this Project.

§ 9.2 SCHEDULE OF VALUES

A schedule of values allocating the entire Contract Sum to the various portions of the Work is attached to and part of the Agreement. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Timelines for progress payments shall be as set forth in the Agreement. In accordance with such timelines, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, including, without limitation, copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Interest shall not accrue or be payable on retainage. The Contractor's applications for payment shall specifically indicate that all applicable taxes are included, and the Contractor shall require the same of its Subcontractors.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders.

§ 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 If requested by Owner, the Contractor shall provide lien waivers and releases for itself for the current payment application and for Subcontractors, Sub-subcontractors, and suppliers for the previous payment application before the Contractor has earned or has the right to receive any payment. All lien waivers and releases shall be provided in the form required by the Owner. This Paragraph shall not limit other obligations of the Contractor contained elsewhere to provide lien waivers and releases or other documents or data establishing payment or satisfaction of obligations.

§ 9.3.1.4 Applications for Payment shall be submitted on AIA Documents G702 and G703 or other forms approved by Owner. The schedule of values shall be balanced and not contain any "front end loading." On the standard form for each Certificate for Payment, the Contractor shall also certify that all bills and/or Subcontractors have been paid for which previous Certificates of Payment have been issued and upon which payment has been made; if partial payment has been made, then Contractor shall identify payments made to Subcontractors and suppliers. With the final application for payment, the Contractor shall furnish data and documents establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out

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of the Contract, to the extent and in such form as may be designated by the Owner as set forth in Section 9.10.2(5) below for all Work furnished by the Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons furnishing labor or materials for the Work, as a precondition to Final Payment. Notwithstanding the foregoing, in the event that Contractor is unable to furnish such data and documents with the final application for payment to the Owner for all Work furnished by minor Subcontractors, minor Sub-subcontractors, or minor material suppliers (for the purposes of this section 9.3.1.4, collectively referred to as "Minor Subcontractors"), provided that (i) the total amounts claimed to be owed by such Minor Subcontractors does not exceed Twenty Thousand Dollars (\$20,000.00) (the total amounts claimed to be owed are referred to as the "Minor Subcontractors Disputed Amount" for the purposes of this Section 9.3.1.4) and (ii) that Contractor provides a written certification of Contractor to Owner accurately confirming that there is a bona fide dispute between the Contractor and such Minor Subcontractors as to the amounts owed to such Minor Subcontractors, then Owner shall pay Contractor the Final Payment in accordance with the provisions of the Contract Documents but Owner may withhold up to one hundred fifty percent (150%) of the Minor Subcontractors Disputed Amount from such payment(s) which funds Owner shall retain pending resolution of such disputes, which resolution shall include an application or applications for payment from Contractor, and such data and documents establishing payment or satisfaction of obligations as set forth above and in Section 9.10.2(5) below for all such Minor Subcontractors and compliance with all other provisions of the Contract Documents.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner in writing, payment may similarly be made for materials and equipment suitably stored off the site at a bonded location agreed upon in writing and subject to and any other requirements established by Owner. 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.

§ 9.3.3 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 free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, and that the Contractor shall remain responsible for protection of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents. 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor's Applications for Payment shall be accompanied by:

- .1 A list of names and addresses of each person or entity that furnished labor, services, materials or equipment on behalf of the Contractor;
- .2 Partial releases and lien waivers, in a form approved by the Owner, from the Contractor, Subcontractors and Sub-subcontractors for all labor, services, materials and equipment furnished to the Project through the date covered such Application for Payment, conditioned on performance of the Work and receipt of payment, and excluding any permitted retainage and unresolved Claims submitted in accordance with the Contract Documents;
- .3 Applications for Payment and invoices from all persons or entities whose Work is included in the Contractor's Application for Payment;
- .4 A Construction Schedule update prepared in accordance with the Schedule Requirements (as such term is defined in the Agreement), including, without limitation, an accurate and updated cash flow projection for the duration of the Project;
- .5 Written warranties from Subcontractors, manufacturers and installers covering portions of the Work that have reached Substantial Completion; and
- .6 Such other data, accounts and receipts substantiating costs included in the Application for Payment as reasonably requested by the Owner.

§ 9.3.5 The Contractor's Applications for Payment shall be signed and notarized, which signature shall constitute a representation and warranty by the Contractor that:

- .1 the amounts sought are due and earned in accordance with the Contract Documents;
- .2 all applicable taxes are included in such Application for Payment;
- .3 the Work is progressing in accordance with the Construction Schedule and the Substantial Completion date established herein;
- .4 the Contractor shall use the amounts requested to discharge their financial obligations on account of labor, services, materials or equipment furnished to the Project and included in the Application for Payment;
- .5 the Contractor has discharged the Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project for which the Owner has made payment;
- .6 to the best of the Contractor's knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services, labor, materials and/or equipment to the Project on their behalf; and
- .7 title to all Work covered by the application has passed to the Owner no later than the time of payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect recommends is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Notwithstanding the foregoing, the Owner has final determination as to whether to approve a Certificate of Payment and the amounts properly due.

§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and that the Architect recommends that the Owner release payment to the Contractor in the amount requested. The foregoing representations are subject 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment or payment on a Certificate of Payment will not be a representation that the Architect or Owner 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 material 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. Notwithstanding anything to the contrary in the Contract Documents, the Owner shall not be obligated to release payment to the Contractor until the Owner is satisfied that the Work has progressed to the point indicated in the Application for Payment, that the quality of the Work is in accordance with the Contract Documents and that withholding permitted under the Contract Documents is not required. Payment by the Owner on any Certificate for Payment shall not be deemed to waive any of the Owner's rights to later claim that the Work covered by a Certificate for Payment was not properly completed or not completed in accordance with the Contract Documents.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect shall advise the Owner to 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. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may withhold payment and the Architect shall 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 Owner's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in 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 security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for claims of nonpayment by Subcontractors of any tier for services or labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 losses for which the Owner is entitled to indemnity from the Contractor under the Contract Documents

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 The Owner may, in its sole and absolute discretion, issue joint checks to the Contractor and to any Subcontractor, including, without limitation, Sub-subcontractors (of any tier) or material or equipment suppliers for Work properly performed or material or equipment suitably delivered and such payment shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee unless expressly stated in a separate written agreement with such payee.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall not be deemed in default by reason of withholding payment in accordance with the Contract Documents or while any default by Contractor or any Subcontractor remains uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than five (5) days after receipt of payment of good available funds from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor (of all tiers), require each such Subcontractor to make payments to Sub-subcontractors in a similar manner. Upon Owner's request, (i) the Contractor shall provide Owner with proof of payment(s) to Subcontractors; and (ii) Subcontractors (of all tiers) shall provide Owner with proof of payment(s) to Sub-subcontractors.

§ 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If, through no fault of the Contractor, the Owner does not pay the Contractor the amount properly due within thirty (30) days after the date established in the Contract Documents for payment, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 The Contractor is obligated to continue and complete all its Work and obligations under the Contract when Claims are pending or the Parties are in the process of dispute resolution. The Contractor shall not stop, suspend, or delay any portion of the Work, and will be responsible for all expenses, costs and fees arising from any such stop, suspension or delay.

§ 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 the Work for its intended use. The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) all installations of the Work are complete; (ii) all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled; (iii) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; and (iv) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy and/or a certificate of completion for the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and the Owner a comprehensive list of items to be completed or corrected prior to Final Payment, which list shall include a detailed estimate of the Cost of the Work for each of such items (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The amounts set forth in the Application(s) for payment(s) prepared and submitted by the Contractor for Punch List item Work shall approximately match the detailed estimate for such items set for in the Punch List.

§ 9.8.3 Upon receipt of the Contractor's Punch List, the Architect, in consultation with the Owner, will determine whether the Work or designated portion thereof is substantially complete as defined in Section 9.8.1. The Architect shall, if necessary, update the Contractor's Punch List prior to Final Payment as necessary prior to appending it to the Certificate of Substantial Completion. If the Architect's inspection discloses any item, whether or not included on the Contractor's Punch List, 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 for review and approval with the Owner. Such Certificate, when approved, shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items, including, without limitation, the Punch List items accompanying the Certificate. Notwithstanding the foregoing, Contractor shall finish all such items on or before the date thirty (30) days after the date of Substantial Completion. If the Contractor fails to complete all such items within such time and is not diligently pursuing completion of such items, Owner shall, after providing Contractor with written notice, have the remaining Work completed by any means in the event Contractor has not completed such items within ten (10) days

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of such notice. Owner will deduct all expenditures to complete such items from the Final Payment due the Contractor and Contractor shall be liable for any excess costs incurred to complete such items. 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 such Certificate. Upon such acceptance and consent of surety, if any, and upon completion of close out items related to such Work, if any, the Owner shall make payment of a portion of the retainage applying to such Work or designated portion thereof in accordance with the terms of the Agreement. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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 as required under Section 11.3.1.5 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.

§ 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 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, which final Application for Payment shall, in part, be based upon the Punch List, the Architect and Owner will promptly make such inspection and, when the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect with the consent of Owner 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 terms and conditions of the Contract Documents, including, without limitation, that all building systems are functioning satisfactorily 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 "Final Payment"). 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 and Owner reasonable evidence of compliance with all requirements of the Contract Documents, including but not limited to: (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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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; and (6) acceptance of the Work by applicable local and state agencies and departments. 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. If such lien remains unsatisfied after payments

are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 As a precondition to receiving Final Payment, the Contractor shall deliver to the Owner a complete set of "as-built" Drawings, consisting of marked-up field plans showing final as-built field conditions, dimensions and conditions including, without limitation, those relating to the heating, air-conditioning and ventilation systems and the electrical, plumbing and life safety systems, recording the Work as actually performed to the extent that the information differs from or supplements original Contract Documents. Such complete set of "as-built" Drawings shall be provided by the Contractor to the Owner in (i) a digital media form of electronic media that is capable of being manipulated and/or modified by software (e.g. Revit or other similar software); and (ii) as a PDF document.

§ 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 and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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 The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

§ 9.10.5 Acceptance of Final Payment by the Contractor, or any final payment by a Subcontractor or material 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.

§10.1.2 The Contractor shall comply with all applicable laws and regulations. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else. The Contractor shall notify the Owner in writing of all bodily injury, property damage, death, theft, or vandalism relating to the Project within one working day of such occurrence. Upon the request of the Owner, the Contractor shall provide the Owner with all safety programs for the Work or any portion of the Work.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

§ 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 safety of persons or property or their

protection from damage, injury or loss. The Contractor shall immediately notify the Owner of any injury to persons or property if damaged on the Project site or related to the Work.

§ 10.2.3 The Contractor shall 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.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel .

§ 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 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, except damage or loss 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 to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, 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 as promptly as practicable after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Notwithstanding the foregoing, the Contractor shall promptly report in writing to the Owner and Architect, within forty-eight (48) hours, all accidents arising out of or in connection with the Work that caused death, bodily injury or property damage, giving full details and statements of any witnesses; provided, however, such reports shall be made immediately by telephone or messenger to the Owner and Architect in the event of death, serious bodily injury or serious property damage.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall take all reasonable precautions to avoid further contamination or the spread or disturbance of potentially hazardous substances or materials. As used in the Agreement and the General Conditions, "hazardous material" shall be defined as any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Project site, is either: (1) regulated or monitored by any governmental authority; or (2) a basis for liability of the Owner to any governmental agency or third party under any applicable statute, code, ordinance, regulation, rule and/or common law theory.

§ 10.3.2 Promptly after providing Owner with the Contractor's written notice, the Contractor shall provide Owner with a Change Order proposal for the Contractor to obtain the services of a licensed laboratory to verify 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, the Contractor shall provide the Owner with a Change Order proposal for the work to be

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performed by Contractor to cause it to be rendered harmless, which work shall include, without limitation, (i) the Contractor's due diligence and research as to disposal facilities for competitive pricing and scheduling purposes; and (ii) the Contractor's supervision and direction of the abatement (removal or safe containment) of such material or substance in order that such abatement work is performed in the most cost effective manner. The Contractor shall furnish in writing to the Owner and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Owner and the Architect will promptly reply to the Contractor in writing stating whether or not either has reasonable objection to the persons or entities proposed by Contractor. If either the Owner or Architect has an objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and the Architect have no reasonable objection. When the material or substance has been determine to be or rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, if applicable, the Contract Time may be extended appropriately and the Contract Sum may be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, except to the extent Contractor contributed to or exacerbated the hazardous condition.

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently or recklessly 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.

§ 10.3.5 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred, unless the Contractor knew or had reason to know that its activities, even if directed by Owner, violated applicable law.

(Paragraph deleted)

§ 10.3.6 Prior to introducing any hazardous materials to the Project site, the Contractor shall provide a material safety data sheet (MSDS), information about precautionary measures necessary to protect persons or property and an indication of the type of labeling system in use.

§ 10.3.7 In the event that during the performance of the Work the activities of the Contractor or any Subcontractor, or any person or entity for which the Contractor is responsible, causes the incursion of mold at the Project site, the Contractor shall be responsible for and bear the entire cost of mitigation of any mold to the satisfaction of the Owner.

§ 10.4 EMERGENCIES

In an emergency affecting 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, except to the extent such emergency Work was not attributable to any act, omission, or negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in which event no additional compensation or extension of time shall be paid or granted.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located 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 or by a Subcontractor, or by a sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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- .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 insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Payment and termination of any coverage required to be maintained after Final Payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The insurance required herein shall not reduce or limit any party's obligation in connection with its performance on the Project.

§ 11.1.3 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 at least fifteen (15) days prior to expiration. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. The Contractor shall upon receipt of any such prior written notice promptly provide a copy thereof to Owner, but in no event more than ten (10) days after Contractor's receipt of such prior written notice. 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 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. 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. Failure of the Contractor to keep the Contractor's required insurance policies in force during the Work covered by this Agreement or any extensions thereof or extra or additional Work agreed to by the Contractor, shall constitute a material breach of this Agreement, entitling Owner, notwithstanding anything to the contrary contained herein, to immediately cancel and terminate this Agreement for cause.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner and the Architect as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a so-called builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made as provided in Section 9.10 or until no person or entity other

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than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. Nothing contained in the Contract Documents shall be construed to, nor is intended to, constitute any indemnification of the Contractor by the Owner for any loss, cost or damage arising out of any cause insured under this Paragraph.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles, except to the extent loss is caused by the negligent act, intentional misconduct or omission of the Contractor.

§ 11.3.1.4 This property insurance shall not cover portions of the Work stored off the site or portions of the Work in transit and Contractor shall be responsible for insuring such portions of the Work stored off the site or portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. 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.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

To the extent deemed necessary by the Owner, the Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work with the Owner as the named insured and the Contractor, Subcontractor, and Sub-subcontractors as the named loss payees. Testing and start-up, other than electrical insulation breakdown test or hydrostatic, pneumatic or gas pressure tests, are included under this insurance.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, to the extent covered and paid by such insurance, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after Final Payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of a certificate of insurance for each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by insurance, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 The Owner shall deposit in a separate account proceeds received from property insurance purchased pursuant to § 11.3, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor, and at Owner's election, any subcontractor, shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Any such bonds shall be in an amount equal to the cost of the contract awarded, listing Owner as a dual obligee in the case of Subcontractors, and in a form acceptable to the Owner. The required bonds shall be provided by a surety company or companies acceptable to the Owner, authorized to transact such business in the State of Connecticut.

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

§ 11.5 PROFESSIONAL LIABILITY INSURANCE

§ 11.5.1 The Contractor shall purchase and maintain Professional Liability insurance from the Contractor's usual sources as primary coverage for the Contractor's liability for professional services rendered under the Contract. The cost of purchasing and maintaining such insurance coverage at the rates set forth in Article 6 of the Agreement shall be included in the Contract Sum. The minimum limits of liability purchased with such coverage shall be as set forth in the Contract Documents.

§ 11.5.2 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Professional Liability Insurance coverage under Section 11.5.

§ 11.6 OWNER'S INSURANCE REQUIREMENTS

§ 11.6.1 In addition to the requirements set forth in this Article 11, certain of the Owner's insurance requirements are set forth in the RFQ/P (as such term is defined in the Agreement), which RFQ/P insurance requirements (the "RFQ/P Insurance Requirements") are deemed a part of and incorporated into this Article 11. In the event of inconsistencies within or between parts of this Article 11 and the RFQ/P Insurance Requirements, the Contractor shall comply with the more stringent requirements; in accordance with the Owner's interpretation.

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 Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for the Owner's or Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner or Architect 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall ensure that all Work is being performed in accordance with the requirements of the Contract Documents. The Contractor shall reject Work which does not conform to the requirements of the Contract Documents. The Contractor shall promptly correct, repair, replace or re-execute Work, whether or not rejected by the Architect or Owner, that is defective or fails to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall correct such defects and any condition resulting therefrom reasonably promptly, or sooner if such condition threatens the safety of the occupants of the Project. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 Contractor covenants and agrees that it will, upon notice from Owner, immediately repair, replace, restore, correct and cure at Contractor's expense, all defects, deficiencies, errors and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the date of Substantial Completion of the Project; provided, however, that: (i) this warranty and guarantee on the part of Contractor, and Contractor's obligation to correct defective, deficient or non-conforming Work as hereinbefore provided, shall remain and continue in full force and effect as to those components of the Project specified in the Contract Documents for the extended periods specified in the Contract Documents, likewise commencing on the date of Substantial Completion unless otherwise indicated in the Contract Documents; and (ii) with respect to any incomplete or defective item of Work completed or corrected by Contractor after Final Completion of the Project (i.e., punchlist work) this warranty and guarantee shall commence when such incomplete or defective item of Work is satisfactorily completed or corrected by Contractor in each instance. Contractor shall pay for and, if requested, repair, replace, restore, correct and cure any damage or injury, whenever the same shall occur or appear during the applicable warranty period, resulting from any defects, omissions or failures in workmanship and materials. The foregoing guarantee and warranty shall not shorten any longer warranty period or longer period of Contractor's liability provided for by law or in the Plans, Drawings or Specifications or in any other Contract Document or otherwise received from Contractor or any supplier or Subcontractor or Contractor or from any manufacturer, nor supersede the terms of any special warranty given by Contractor, imposed by law or required by the Contract Documents, but shall be in addition thereto.

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§ 12.2.2.2 The 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 Upon completion of any Work under or pursuant to Section 12.2, the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence.

§ 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. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the warranty and guarantee set forth in this Paragraph shall not affect, limit or impair Owner's right against Contractor and its surety with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within one (1) year after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner.

§ 12.2.4 Notwithstanding anything to the contrary contained herein, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required under this Paragraph from time to time (whether punch list or warranty work), Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective work to be done by others and recover the costs thereof, together with damages and reasonable attorney fees, from Contractor and his surety, in addition to all other rights and remedies available to Owner against Contractor and his surety hereunder and at law and in equity for such default by Contractor.

§ 12.2.5 On Substantial Completion of the Work, representatives of the Contractor and the Owner's Representative shall inspect the Project. Any items still incomplete or not consistent with the plans and specifications will be incorporated in a punch list, and the list given to the Contractor who will complete items on the punch list within thirty (30) days of receipt of the punch list. If the Contractor fails to complete all items on the punch list within thirty (30) days, the Owner's Representative or the Owner shall, without further notice to the Contractor, have the remaining Work completed by any means, and the Owner's Designated Representative or the Owner will deduct all expenditures from the Final Payment due the Contractor, and Contractor and Subcontractor shall be liable for any excess costs incurred.

§ 12.2.6 The punch list shall in no way relieve the Contractor of his responsibility to do all the Work specified or shown in the Contract Documents.

§ 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.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in this Agreement. All such assignments by the Contractor are void. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to the State of Connecticut Department of Education. Further, the Owner may, without 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 foregoing to the extent required or requested by Owner.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by overnight, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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 services and expenses shall be at the Contractor's expense.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in the Agreement

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§ 13.8 NO WAIVER OR APPROVAL

§ 13.8.1 No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing. Neither the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use of occupancy of the Work, or any part thereof, the making of Final Payment, or any other action or inaction, on the part of the Owner or Architect shall constitute a waiver of claims by the Owner or an acceptance of any Work which is not in accordance with the Contract Documents either by the activities or duties of the representation of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

§ 13.9 RECORDING

§ 13.9.1 This Agreement shall not be recorded. If this Agreement shall be recorded contrary to this provision, such recording shall be ineffective and Owner is hereby authorized for and on behalf of, and in the name of Contractor to execute and have recorded a discharge of any such recording.

§ 13.10 SEVERABILITY

§ 13.10.1 The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word, or other provision of these General Conditions and any exhibits or documents attached thereto shall not affect the remaining portions thereof.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, after notice has been provided pursuant to Section 9.7.

§ 14.1.2 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, including reasonable overhead and profit on Work properly executed and actual costs and damages incurred by reason of such termination.

§ 14.1.3 If the Work is suspended by the Owner for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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 additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

(Paragraph deleted)

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate 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 pursuant to its obligations under this Agreement, after payment by Owner, 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, including, without limitation, the failure of the Contractor or the Subcontractors to proceed expeditiously in the performance of the work in accordance with the Construction Schedule;
- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- .6 is declared bankrupt, has a petition in bankruptcy filed against it, or if the Contractor files for bankruptcy protection; or
- .7 causes or threatens to cause or create labor unrest, dispute, picketing, slowdowns, work stoppage, strike or disharmony.

§ 14.2.2 When any of the above reasons exist, 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 days' written notice, terminate employment of the Contractor and may:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery intended to be incorporated into the Project;
- .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.

§ 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 and the Owner's damages arising out of the cause of termination are determined by the Owner.

(Paragraph deleted)

§ 14.2.4 In the event that a termination by the Owner for cause is ultimately deemed wrongful by a trier of fact, such termination shall conclusively be deemed to be a termination for convenience by Owner under 14.4 of this Agreement, and the Contractor's sole rights and remedies against the Owner shall be as set forth in 14.4.3.

§ 14.2.5 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 paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, at anytime and without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for actual increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1 by Change Order. 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, terminate the Contract for the Owner's convenience and without cause. Under such circumstances, this Agreement shall terminate on the date set forth in the notice from the Owner. The Contractor agrees to immediately prepare to cease performing all services on the date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the Owner under this Contract as of the date of termination. To the extent that the Owner elects (and Contractor hereby grants to the Owner the right to elect to do so in connection with termination of this Contract) to take legal assignment of subcontracts or purchase orders

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(including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Section and otherwise under this Contract, at the Owner's sole cost and expense, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts or purchase orders and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. Otherwise, Contractor shall terminate such subcontracts and purchase orders as of the Contract termination date or as soon as possible thereafter. In the event a termination by the Owner for cause is not in accordance with the terms of the Contract Documents or otherwise determined improper, it shall be deemed a termination for convenience under this Section.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 shall immediately, in accordance with instructions from the Owner, proceed with performance of the duties set forth in such notice regardless of delay in determining or adjusting amounts due under this Section 14;
- .3 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .4 except for Work directed to be performed prior to the effective date of termination stated in the notice, as directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders or assign them to Owner.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor, as its sole remedy, shall be entitled to receive payment for Work properly executed, which payment shall consist of the Cost of the Work of such properly executed Work, which Cost of the Work shall include an equitable amount of the Lump Sum General Conditions Amount as determined by the Owner, and the Construction Manager's Fee computed upon the Cost of the Work of such properly executed Work at the rate set forth in Section 5.1.1 of the Agreement and actual and direct costs and damages incurred by reason of such termination, however the Contractor and any party claiming through or under the Contractor shall not be entitled to any overhead or profit on the Work not so executed. Subject to the foregoing sentence, the Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

§ 14.4.4 The Owner shall be credited for payment previously made to the Contractor for the terminated portion of the Work. The Owner shall have the right to withhold out of any payment due amounts for any outstanding claims which Owner may have against Contractor. Nothing in this paragraph constitutes a waiver of or release of Contractor's right to contest any action, evaluation, assessment or payment that Owner may make pursuant to this Section 14.

§ 14.4.5 The payment to the Contractor pursuant to this Section 14 may not exceed the total compensation payable to the Contractor under this Agreement, together with Lump Sum General Conditions Amount, as reduced by: (i) the amount of payments previously made hereunder; and (ii) compensation payable for Work not terminated and properly performed.

§ 14.4.6 In agreeing to this Section 14, Contractor agrees and acknowledges that a construction school project requires a good working relationship and the highest communication between parties and that if in the sole discretion of the Owner this relationship is not working to its sole satisfaction the Owner may terminate this Agreement for its own convenience.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor or Subcontractors (of any tier) must be initiated by written notice to the Owner and must be initiated within 14 days after occurrence of the event giving rise to such Claim or within 14 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. If the Contractor fails to make a Claim within the specified time, it hereby acknowledges that its failure to do so greatly prejudices the Owner and the Claim will be deemed waived. Upon receipt from the Contractor of a written notice of Claim as provided in Paragraph 15.1.1, the Owner shall review such Claim and if the Owner determines that any Work in dispute should proceed, Owner shall issue to the Contractor a written order to proceed in which Owner shall approve or deny the Contractor's Claim, in whole or in part, or shall instruct the Contractor to proceed with the Work subject to a later determination by the Owner of the Contractor's right to extra payment.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

To the extent that the Owner, when issuing the written order to proceed described in 15.1.2 approves Contractor's Claim, the Contract Sum shall be subsequently adjusted, as provided in Paragraph 7.2. If the Owner, when issuing a written order to proceed, denies, in whole or in part, Contractor's Claim, the Contractor shall have the right to separately pursue all remedies available under the Contract Documents, but the Contractor shall nonetheless proceed with the Work without delay, in any case and Owner shall continue to make payments in accordance with and subject to the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

(Paragraph deleted)

§ 15.1.5.1. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. In the case of a continuing delay, the Contractor shall file with the Owner written reports on the delay identifying the continuing cause of the delay no less than once a week during the duration of the delay.

§ 15.1.5.2 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 unusually severe for the period of time, could not have been reasonably anticipated and had an adverse effect on the critical path of the scheduled construction.

§ 15.1.5.3 Any change request seeking an extension of the Contract Time shall contain:

- .1 a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the Construction Schedule;
- .2 the Construction Schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;
- .3 a schedule analysis of the impact of the delay on the critical path in the Construction Schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
- .4 such other supporting data that the Owner may reasonably request.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 SECTION OMITTED

(Paragraphs deleted)

§ 15.3 MEDIATION

§ 15.3.1 Upon mutual agreement of the Owner and Contractor, a claim, dispute, or other matter in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation.

§ 15.3.2 Upon the mutual agreement of the Owner and Contractor to be subject to mediation, the Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. If the Owner and Contractor consent to mediation, such mediation shall proceed in advance of litigation proceedings commenced by either the Owner or Contractor in connection with this Agreement, which litigation shall be stayed pending mediation for a period of 60 days, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in New London, Connecticut, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 If the parties do not resolve a dispute through mediation pursuant to this Section 15.3, the method of binding dispute resolution shall be litigation.

§ 15.4 BINDING DISPUTE RESOLUTION

§ 15.4.1 The method of binding dispute resolution shall be litigation in a court of competent jurisdiction. In the event of litigation or disputes between Contractor and Owner, Contractor and Owner agree to be contractual bound to submit themselves to the personal jurisdiction of the state courts of Connecticut and that the exclusive venue and jurisdiction for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut. Notwithstanding any other provisions of the Contract Documents to the contrary, the Owner does not agree to arbitration or mediation and shall not be required to arbitrate or mediate.

(Paragraph deleted)

§ 15.4.2 CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE OWNER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, the Contractor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. The Contractor (a) certifies that neither the Owner nor any representative, agent or attorney of the Owner has represented, expressly or otherwise, that the Owner would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the Owner is relying upon, among other things, the waivers and certifications contained in this Section 15.4.2.

§ 16 LIMITATION OF LIABILITY

The Owner shall be liable only to the extent of its interest in the Project; and no representative, officer, director, partner, agent or employee of the Owner (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to the Contract Documents or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

(Paragraphs deleted)

DOCUMENT 00 7200 —SPECIAL PROJECT CONDITIONS

1. GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the entire Division 1. Where there is a conflict these provisions shall supersede the Contract, Conditions of the Contract, entire Division 1, drawings and specifications. These provisions shall apply to all the bid packages unless otherwise identified for a specific bid package. Should there be a conflict in the requirements set forth herein and the Bid Packages (Section 00 24XX) the Bid Packages shall supersede these provisions. The Bid Packages shall supersede the Contract, Conditions of the Contract, entire Division 1, drawings and specifications. The latest issued Addendums and Bulletins shall supersede all Documents.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as applies to "Contractors", involved with the work of this Project are as follows:
 - 1. "The Contractor", "Contractor", "Trade Contractor" or "Respective Contractor" means that Contractor normally responsible for that work referenced unless specifically assigned otherwise.
 - 2. The term "General Contractor" shall mean "General Trades Contractor".
- D. The project will be executed under the direct control of a Construction Manager. Newfield + Downes will enter into a contract with each of the successful bidders (Trade Contractor) for each Bid Package. The Construction Manager will assist the Trade Contractors with the coordination of their work with other Trade Contractors. All Trade Contractors are responsible to coordinate their work with all other Trade Contractors and the Owner. All work shall be coordinated to avoid disruption of the Owner's use of the building and grounds. School will not be in session at the Weaver Building until September 2019 during construction. Anticipate Owner occupancy of the School Building in August 2019. The Field House will remain unoccupied for the duration of construction.

2. CONTRACT

- A. Newfield + Downes will award separate Trade Contracts for this project to complete all work as indicated and specified. Reference the Form of Agreement between the Construction Manager and the Trade Contractor. Trade Contractor agreements must be executed by the Trade Contractor within two weeks of the Notification of Contract Award.
- B. All Trade Contractors shall be bound to Newfield + Downes as Newfield + Downes are bound to the City of New London. Refer to the Agreement and General Conditions between Newfield + Downes and The City of New London. Where there is a discrepancy between the Construction Manager/Trade Contractor Agreement and the City of New London/Newfield + Downes Agreement the Construction Manager/Trade Contractor Agreement shall prevail unless otherwise determined by Newfield + Downes.
- C. Unless otherwise specified in the Documents, Trade Contractors shall self perform a minimum of ten percent (10%) of the work based on the contract value. The value of self performed work shall be determined by the sum of the value for labor and materials for items installed by direct employees of the bidding contractor.

3. SCHEDULES

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- A. The objective of this project is to complete the construction as defined in these Contract Documents, in accordance with the Construction Schedule. All Trade contractors are responsible for scheduling their submittals, material procurement and labor forces so as to complete each stage of the work in the time set forth in the construction Schedule. The Trade Contractor shall submit a schedule of their work within ten days of notification of contract award. With the cooperation of all respective Trade Contractors, the Construction Manager will set up a Project Schedule to accomplish the work within the time set forth in the Construction Schedule. Failure to respond to requested scheduling information and failure to respond to schedule updates will result in the assumption that the trade contractor is in agreement with the published schedules.
- B. Immediately upon receipt of a notification of contract award, each Trade Contractor shall organize the work, provide all required submittals, order all materials subject to approval, and expedite long-lead items. The Trade Contractor is required to electronically submit all submittals in a PDF File format except physical samples (minimum 3 required) which shall be dropped off at the N+D Field Office. All submittals shall have a separate cover sheet for each item or group of items within the same spec section. Upon receipt of approved submittals and within forty eight (48) hours the Trade Contractor shall deliver to the Construction Manager at the job site or other designated location two hard copies of all submittals larger than 8.5 x 11. Failure of the Trade Contractor to meet this requirement will result in the Construction Manager copying the submittals at the expense of the Trade Contractor. **All submittals are due within twenty (20) calendar days of notification of contract award or sooner, if noted in other sections of the documents or if required to meet the schedule.** Trade Contractors will be subject to submittal processing fees by the Construction Manager of eighty five dollars per hour, charged at one half hour increments, for first time submittals received late. Refer to the Project Manual for additional submittal procedures and for any submittal related Architectural fees. If requested by the Construction Manager, the Trade Contractor shall provide proof of orders and delivery dates. A submittal schedule must be submitted to the Construction Manager within five days of the notification of contract award.
- C. If, in the opinion of the Construction Manager, any construction activity completion date, milestone and/or substantial completion dates are in jeopardy of being met as a result of a Trade Contractors performance, then upon three days notice from the Construction Manager, the Trade Contractor agrees to work overtime, add manpower, and do whatever is necessary to meet said construction activity, milestone and substantial completion dates at no additional cost to the Owner. The Trade Contractor shall be responsible for any additional costs incurred by others, (including supervision by the Construction Manager) for this overtime work. If, in the opinion of the Construction Manager, the Trade Contractor has failed to take sufficient action to meet the referenced dates, after receiving the three day notice, the Construction Manager may take whatever action it deems necessary to attempt to meet the construction activity, milestone and/or substantial completion dates. The cost of such action shall be the responsibility of the Trade Contractor and deducted from the contract if sufficient monies remain. If insufficient funds remain to be paid, the Trade Contractor shall pay the Construction Manager or the Owner. The Construction Manager, by taking action under this paragraph shall not assume responsibility for meeting the referenced dates, or responsibility for the work. Such responsibilities shall remain with the Trade Contractor and the Trade Contractor's Bonding Company. The costs referenced in this paragraph are not in substitution of or in lieu of liquidated damages, which may be assessed pursuant to other provisions of this contract.
- D. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Construction Manager/Owner shall have the right to prepare the area for occupancy. The costs of such preparation shall be deducted from the contract amount.
- E. If the Contractor fails to staff the job adequately or organize the work properly to meet the milestone or completion dates, the Owner/Construction Manager reserves the right to assume possession of the materials and tools to complete the installation with the Owner's forces or other

Contractors, under the direction of the Construction Manager or to require the Contractor to work second shift and/or weekends at no additional cost to the Owner. The Contractor will be responsible for any additional costs incurred by the Owner including the Construction Manager's supervision and general conditions costs.

4. EXISTING CONDITIONS

- A. Existing grades and other existing conditions are shown on the drawings to the best knowledge of the Architect and their consultants. It shall be the responsibility of each Trade Contractor to visit the site and verify all existing conditions affecting their work. Immediately notify the Construction Manager of any discrepancies discovered.

5. BUILDING SYSTEMS

- A. Tie-in to existing systems and services or valve replacements shall be made so as to cause the least interruption to the Owner's and trade contractor's use of the systems and services. All tie-ins shall be performed during off hours unless approved by the Construction Manager. This includes, but is not limited to domestic water, sanitary, gas and electrical tie ins. Any premium time cost for work related to utility shutdown, utility or building system tie-in or change over shall be included in the contractor's base bid.
- B. Utility shutdowns shall be closely coordinated with the Construction Manager, Trade Contractors and the Owner. Proposed utility and systems interruptions require a minimum of 48 hours notice. Proposed utility and systems interruptions must be coordinated around the Owner's use of the facility and other Trade Contractor's work whether school is in session or not. School will not be in session for the duration of the construction period.

6. JOB MEETINGS

- A. All Trade Contractors must attend job meetings as described below including at least one pre-construction meeting. Job meetings will be held at the jobsite on a weekly basis. A management team member of the Trade Contractor, his field Superintendent, and the Subcontractors or Vendors whose presence are necessary shall attend all job meetings. **Attendance is mandatory. A management team member is defined as a person who is authorized to make decisions regarding company assets and manpower. Attendance by a workman or job foreman will not meet this requirement. Failure to attend job meetings or failure of a management team member to attend job meetings will result in a one hundred fifty dollar (\$150.00) fine per occurrence assessed against the Trade Contractor.** Unless you are notified to attend a job meeting, you will be exempt from the job meeting penalties if you do not have any field personnel on the job ten days prior to the meeting date or are not scheduled to have field personnel on the job ten days subsequent to the meeting date. **You must attend all job meetings until your submittals are complete.**
- B. All decisions, instructions and interpretations agreed upon at such meetings will be recorded by the Construction Manager and furnished electronically to each Trade Contractor. It is the responsibility of each Trade Contractor to distribute the meeting minutes to their subcontractors and vendors.

- C. At the discretion of the Construction Manager, Foreman Meetings will be convened at a frequency to be determined by the Construction Manager. The agenda will be limited to field coordination and schedule. Field Foreman for trade contractors on site or scheduled to be on site must attend these meetings. Failure to attend will result in a one hundred fifty dollar (\$150.00) fine per occurrence. Project Managers are not required to attend these meetings.

7. BENEFICIAL OCCUPANCY

- A. The Owner reserves the right to occupy any portion of the building and/or site which is ready for occupancy as mutually agreed to by Owner, Architect and Construction Manager prior to the completion and acceptance of the project.
- B. It shall be mutually understood and agreed that such occupancy does not relieve any Trade Contractor from completing the work within the time period specified. Further, such occupancy alone shall not determine when substantial completion and performance has been reached.

8. PROTECTION OF EXISTING UTILITIES

- A. Each Trade Contractor shall ascertain the location of all electrical cables, conduit, utility lines, oil tanks, supply lines, sewer, water lines and drains, and take proper precautions not to disturb any existing utilities that are to remain in use.
- B. Should any utility line be uncovered during excavation or the placing of stakes, the Trade Contractor shall promptly notify the Construction Manager in writing.
- C. All Trade Contractors shall be held responsible for any damage to utility lines damaged during the process of any of their respective work under the Contract.
- D. Prior to commencing site activities the Trade Contractor shall mark out affected areas and notify Call Before You Dig (CBYD) for a utility mark out. All applicable Trade Contractors are responsible to notify CBYD and maintain CBYD notifications as required.

9. CORRELATION OF DRAWINGS AND SPECIFICATIONS

- A. In general, the Specifications will describe the "quality" of the work and the Drawings, the "extent" of the work. The Drawings and Specifications are cooperative and supplementary; however, each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract. **Trade Contractors are responsible for their scope of work shown on any of the Drawings. All Trade Contractors must review all the Bidding Documents and will be held responsible for their scope of work shown or indicated in the Bidding Documents. Failure of the Trade Contractor to review all the Bidding Documents will not be grounds for a change proposal or request for additional compensation.**
- B. Where a conflict occurs between or within Standards, Specifications and Drawings, the greater quantity and more stringent or higher quality requirements shall be assumed to apply, except that

the Architect and the Construction Manager shall make the final decision as to which stipulation will provide the best installation and will be most consistent with design intent.

10. CLEANING

- A. All contractors are required to clean work areas to a broom finish and deposit their construction debris in a designated area on each floor on a daily basis. All trade contractors shall separate recyclable items and place in the designated areas on each floor unless otherwise noted. The Cleaning Contractor shall be responsible for conveying all debris to the onsite waste management compound and placing all debris in the appropriate containers. The Cleaning Contractor shall designate a Waste Management Coordinator (Lead Laborer) who will be responsible for overseeing the process as well as documenting and non-compliance issues. (Refer to the Waste Management Plan) Failure to perform daily cleanup will result in one written (email or fax) 24 hour notice issued to the offending Trade Contractor by the Construction Manager. Additional failures to perform daily cleanup will result in the Construction Manager performing the work at the offending Trade Contractor's expense after photo documentation. Each Thursday, as a joint effort, all trade contractors on site will clean and organize all work areas and the entire site. Each Trade Contractor is responsible for providing their own cleaning equipment, which shall include, but is not limited to, shovels, pails, brooms, sweeping compound, vacuums and wheelbarrows. Should any Trade Contractor fail to cleanup or fail to organize the work areas and site as described above, the Construction Manager shall expend the necessary resources to correct the condition at the expense of the responsible Trade Contractors.
- B. All trades utilizing designated eating areas are responsible to place all trash in trash cans provided and emptied by the Progress Cleaning Contractor. Eating will be limited to designated areas. Eating will not be allowed anywhere else in the building. Random classrooms or mechanical rooms cannot be used for eating. All trades shall be responsible for trash resulting from their use of the site/grounds. All trash shall be placed in trash cans provided and emptied by the Progress Cleaning Contractor. Trades shall be responsible for conveying any packing materials, pallets, dunnage, etc. from anywhere on the site to the waste management compound for processing by the Progress Cleaning Contractor. The waste management compound is the designated area for the site. Failure to comply with the above provisions will result in the Construction Manager performing the work with commensurate back charges to the deficient trades.

11. SAFETY

- A. All work performed must meet Connecticut and United States OSHA (Occupational Safety and Health Act) standards as amended and guidelines established by the Construction Manager. Any violation of the safety rules or OSHA Standards shall be considered as a voluntary action and will be sufficient reason to have said person and or the Trade Contractor fined or removed from the jobsite and shall be sufficient cause for termination of the Trade Contractor by the Owner or Construction Manager. All on site personnel must have proof of successful completion of the OSHA 10 hour safety training course approved by the federal Occupational Safety and Health Administration. OSHA 10 Certification must be submitted (for each on site worker) to Newfield + Downes' site personnel prior to performing on site work. OSHA 10 Certification submission is required with the first payroll report as well.

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- B. Prior to performing any on site work all Trade Contractors shall submit a site specific safety program to the Construction Manager as a condition precedent to performing work on site. The safety program shall be in compliance with all Federal, State and Local laws and regulations. All Trade Contractors shall submit with their safety plan a separate binder containing all MSDS sheets. The Trade Contractor shall defend and save the Owner, Construction Manager, and Architect harmless from all fines and penalties in connection with any violation of any State, Local or Federal safety laws, including all of the applicable provisions of OSHA. Any OSHA safety violation fine levied, as a consequence of a Trade Contractor's operations will be assessed by the Construction Manager against the Trade Contractor's contract sum.
- C. All job site personnel shall attend a site orientation session to be conducted in the Construction Manager's trailer prior to performing work on site. Orientation sessions must be scheduled with Newfield + Downes' Superintendent in advance. A hard hat sticker will be issued upon completion of the orientation. The sticker must be displayed while performing on site work.
- D. **All workers must sign in daily** at the Construction Manager's site office or other designated area. **Failure to sign in will result in a one hundred dollar (\$100.00) penalty per person per day (including subcontractor's personnel) assessed against the offending contractor.**
- E. Trade contractors are required to hold weekly toolbox safety meetings. Within seven days of the meeting Trade Contractors must submit the minutes of such meetings, including a list of attendees, to the Construction Manager for record.
- F. Report all injuries to the Construction Manager immediately. A completed accident report must be submitted to the Construction Manager within 24 hours of the incident.
- G. All personnel on the jobsite must wear hard hats at all times. Safety glasses must be worn whenever an eye hazard condition exists.
- H. All workers must wear appropriate attire including, but not limited to long pants, shirts with six inch sleeves and work shoes per OSHA regulations. No loose clothing will be permitted.
- I. Smoking is prohibited on school property.
- J. The use of radios, excluding two way radios and walkie talkie phones, will not be permitted. Cell phone use is prohibited during working hours.
- K. Fire protection equipment including, but not limited to fire blankets, fire extinguishers, etc. shall be used when burning, cutting, welding or when conditions warrant the use of such equipment.
- L. Powder actuated tools shall be used by licensed operators only. License to be provided to the Construction Manager.
- M. Licensed personnel shall operate all construction vehicles and equipment only, as required by OSHA. A copy of the operator's license shall be submitted to the Construction Manager prior to operating any equipment on site.
- N. Correction of Violations: All Trade Contractor and Subcontractor supervisors and foreman must

have the authority to correct safety violations immediately.

- O. The conditions below will result in immediate removal from the jobsite and possible arrest.
 - a. Possession or consumption of alcohol or drugs.
 - b. Possession of any weapons, the threat of the use of a weapon or the threat or use of any tool or object as a weapon.
 - c. Physical encounters of any kind, with any individual on the jobsite or the use of profanities.
 - d. Theft or destruction of property.
 - e. Any individual who exposes himself or others to imminent loss of life.
 - f. Any individual who disregards the safety program.
- P. Fall protection shall not be removed or modified at any time without the prior consent of the Construction Manager.
- Q. All trade contractors and their subcontractors, regardless of tier, shall have a workers compensation Experience Modification Rate (EMR) of 1.0 or less. Contractors not meeting this requirement are subject to dismissal at the discretion of the Owner and the Construction Manager.

12. EXTRA WORK

- A. **No extra work shall be performed without written authorization from Newfield + Downes' Project Manager or Project Executive. No consideration will be given for any work performed without such authorization.** Any work that is agreed upon as being in addition to the contract for which a lump sum amount has not been agreed upon will be performed on a time and material basis after written authorization is received from Newfield + Downes' Project Manager or Project Executive. The trade contractor shall track the work with extra work tickets that must be signed by Newfield + Downes' site representative and submitted to Newfield + Downes on a daily basis for verification. The tickets shall list materials and equipment used and show hours worked by each worker and a description of the work. Workers must be listed by name and (prevailing wage or labor agreement) work classification. These Newfield + Downes signed extra work tickets must be priced and submitted to the Construction Manger within the first five calendar days of the month following the month the work was performed, regardless if the task is complete. **Extra work tickets received any time subsequent to five calendar days after the month the work was performed will be rejected.**
- B. For any work that a Trade Contractor disputes as being part of his contract and is directed to perform, the Construction Manager will sign daily tickets for work verification only. The Trade Contractor must inform Newfield + Downes' Project Manager, in writing, that the work is disputed and request tracking. Newfield + Downes will assign a "CM Number" to the task. The tickets shall contain the information required in Part A above as well as the assigned "CM Number". This is the only way the Construction Manager will be able to verify the actual time incurred for

disputed work. **No consideration will be given for any claim of extra work that is not brought to the attention of the Construction Manager, in writing, and tracked as described above prior to the alleged extra work being performed.**

13. CERTIFIED PAYROLLS/ SUBCONTRACTOR, VENDOR REPORTING

- A. In accordance with applicable laws, certified payrolls and compliance statements are required to be submitted weekly. **Each Trade Contractor shall submit certified payrolls and compliance statements for all of their work force, including subcontractors, each week to the Construction Manager, within seven days after a payroll period ending. All monthly Utilization Reports must be submitted to the Construction Manager within five days of the end of the month. Monthly payment applications will not be processed or approved unless certified payrolls and compliance statements are current.** Payments will be with held until acceptable documents for the applicable pay period are submitted. **Trade Contractors who fail to submit payrolls and MWBE reports in a timely fashion (refer to prescribed reporting requirements) or fail to submit corrected payrolls and MWBE reports will be back charged for all follow up efforts by the Construction Manager or agents of the Construction Manager.**
- B. Prior to submitting the first payment application, all Trade Contractors and their Subcontractors must submit a Major Vendor/Supplier List and a Subcontractors List. These lists shall include the company name, mailing address, street address, phone number, fax number and a contact person for all vendors, suppliers, and subcontractors. All Trade Contractors and their Subcontractors must submit a Company Information Sheet prior to submitting their first payment application. The information sheet shall include the company principal's name, company name, mailing address, street address, contact person, phone number, fax number, MBE/WBE status and small business status.

14. PREVAILING WAGE RATES

- A. The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.
- B. Within 10 days of Notification of Contract Award the Contractor shall provide to the Construction Manager a working email address and telephone number for a designated "Payroll Contact Person".
- C. For Contractors the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 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 projects is being constructed. Prevailing wage rates are subject to an annual adjustment each July 1st as required by Section 31-55a of the Connecticut General Statutes. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each

payday.

- D. The Contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the Contractor is in full compliance with the mandates of CGS 31-53 including on time submission of certified payrolls.
- E. Contractors shall comply with the requirements of the Prevailing Wage Rates for this project, and shall deliver to the Owner executed "Contractors Wage Certification Form" upon award of the contract, and weekly "Payroll Certification for Public Works Projects."

15. PROTECTION OF AND DAMAGES TO INSTALLED WORK

- A. Installation of finish materials is to be sequenced so as to minimize damage that could result from construction operations associated with known demolition, rough-in, or other dirt or dust producing preparatory work.
- B. **Unless otherwise noted in the documents proper protection of finish materials must be provided by the installer of the finish material.** The Construction Manager is to be informed in writing of any potential problems prior to installation of the finish material.
- C. If proper notice is not given or if the installing contractor does not take adequate steps to protect the finished work, any resulting damages that occur will be the responsibility of the installing contractor.
- D. In general, care should be exercised by the Contractor when working in or around finished areas. Damages caused as a result of storage on waterproofed and roofed surfaces, lawn and landscaped areas, or damages to interior finishes (when work has been performed in a properly sequenced manner), will be repaired at the expense of the Contractor who causes the damage.
- E. All Trade Contractors are responsible to protect new and/or existing roofs when working on or above the roof. Trade Contractors shall provide complete roof protection for all applicable work areas in coordination with the Roofing Contractor. Submit a proposed protection plan to the CM for approval prior to commencing work on or above a roof. Any damage resulting for this subcontractor, or its vendors shall be repaired at the expense of the offending Trade Contractor.

16. USE OF PREMISES

- A. **The school building will be occupied by the Owner during construction activities.**
- B. Deliveries shall be scheduled to minimize disruption to the Neighborhood. Driveways and entrances shall remain clear at all times. All deliveries are to occur during normal working hours- none before 7:00 AM. Trade Contractors shall provide traffic control for their deliveries.
- C. Storage space is limited on the site. There is no storage space available inside the building. Standard storage trailers will be allowed as follows: One each for the Earthwork, Fire Protection and Aluminum Openings Contractors, Two each for the Drywall, Plumbing, Mechanical and Electrical Contractors. Other requests for placement of storage trailers will be considered

pending the availability of space. Contractors shall locate, relocate and remove storage trailers at the direction of the Construction Manager. Contractors will be held responsible for any damage caused as a result of the storage trailers.

- D. Pending adequate space on the site it is the intent to allow small office trailers for the Earthwork, Drywall, Electrical and Mechanical Contractors in areas designated by the Construction Manager. Other requests for placement of office trailers will be considered pending the availability of space. The Construction Manager reserves the right to limit the size and quantity of office trailers. Trailers will be located, relocated and removed at the discretion of the Construction Manager. Utility hook ups and energy usage will be the responsibility of the applicable Trade Contractor. A temporary electrical service with a limited number of meter sockets will be installed adjacent to the Construction Manager's Field Office area for all Contractor trailer power requirements. In the absence of separate metering Trade Contractors will be charged \$100/month for office trailers.
- E. Parking on site is limited and will be allowed only when adequate space is available and only in areas designated as "Contractor Parking" by the Construction Manger. There will be times when on site contractor parking will minimal or not available.
- F. Use of the new building elevators will not be allowed. Include means and methods for transporting materials to the work areas.
- G. Use of lifts, heave machinery or any heavy equipment on elevated slabs and lightweight concrete slabs on grade must be approved by the Construction Manager and Design Team prior to use. Use will be limited and should not be assumed. Trade Contractors shall submit for approval a complete engineering analysis from an independent, Connecticut licensed, engineer identifying the capacity of the slabs in question and their ability to withstand the proposed loads of such equipment. Trades shall be required to coordinate use of multiple pieces of equipment on a slab at any given time, to ensure that the aggregate load applied does not exceed the capacity of the structure. Additional compensation will not be considered regarding the acceptance or denial of the use of lifts, heavy machinery or heavy equipment.

17. TAXES

- A. This project is exempt from sales tax in the State of Connecticut to the extent allowed by law. Services and items not incorporated in the building remain taxable per the Connecticut Tax Code.
- B. **Non-Connecticut Resident Contractors** Security for Connecticut Taxes, Connecticut General Statute Section 12-430(7) as amended by 2011 Connecticut Public Acts 61, Section 66; Connecticut General Statute Sections 12-35, 12-415 and 12-430(1); The State of Connecticut requires "unverified" nonresident contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut. A single surety bond in the amount of 5% of the project price is required to be filed with the Connecticut Department of Revenue Services (DRS). The trade Contractor shall provide proof of filing to the Construction Manager or be subject to a 5% hold back of amounts due. The Construction Manager must hold back 5% of amounts due an

unverified trade contractor until the trade contractor obtains and furnishes Form AU-968, Certificate of Compliance, from DRS. A Form AU-968 authorizes the Construction Manager to release all or a portion of the amounts held back from payment to the unverified trade contractor. Nonresident trade contractors may gain “verified” status from the DRS and thus eliminate the requirement to file a surety bond with DRS.

18. DAILY REPORTS

- A. Each Trade Contractor shall submit in writing a daily report for each day they are working on site. These daily reports are due to the Construction Manager by 10:00 AM the subsequent workday. The daily reports shall include the firm’s name, day, date, weather conditions, manpower counts, description of work activities, vendor’s deliveries, subcontractor’s manpower counts, description of subcontractor’s work activities, issues and inspections. The Trade Contractor’s field superintendent must sign daily reports. In addition to the daily report all Trade Contractors are required to submit a Daily Labor Report to Newfield + Downes’ Superintendent by 12:00 PM for all personnel on the site that day.

19. TESTING AND INSPECTIONS

- A. The Trade Contractors shall schedule all local inspections, special inspections, monitoring and tests. Trade Contractors must notify the Construction Manager of all inspections and tests. The Construction Manager shall engage a special inspection testing agency and bear the cost of testing, monitoring and special inspections for the testing and inspection requirements contained in the Statement of Special Inspections. Trade Contractors shall bear all other testing and inspection costs. Refer to the Project Manual for additional requirements. Trade Contractors will be responsible to cancel any unwanted tests and inspections, within the guidelines of the testing, monitoring and inspection agencies. The cost of such tests and inspections not cancelled will be the responsibility of the Trade Contractor. This includes local inspections. The Trade Contractor will be responsible for the costs of subsequent testing of any materials or workmanship that are rejected by the testing laboratory or inspector. This includes those tests and inspections required in the Statement of Special Inspections. Any materials or workmanship that are rejected by the testing laboratory or inspector by reason of failure to comply with the Contract Documents or Building Code shall be removed and replaced at the Contractor’s expense. Sieve analysis costs for all proposed on site or imported fills and site materials and the costs for all topsoil testing shall be borne by the Site Contractor.
- B. The Earthwork or Site Utilities Contractors shall include all permit fees, tapping fees and inspection fees required for the gas, water, fire protection, sanitary and storm water services.

20. EMERGENCY PHONE NUMBERS

- A. All Trade Contractors shall submit a list of emergency telephone numbers within ten days of notification of contract award. This list shall include emergency contacts for all appropriate subcontractors and the emergency contact person for the Trade Contractor. The emergency contact person must be available 24 hours a day, 7 days a week to respond to emergency calls.

The emergency contact must respond within one hour of the emergency call and be capable of rectifying any problem concerning their work. Should a Trade Contractor fail to respond to an emergency call in the specified time, the Owner or Construction Manager may take whatever action is necessary to rectify and/or clean up the problem at the expense of the responsible Trade Contractor.

21. CERTIFICATES OF INSURANCE/BONDS/EXECUTED CONTRACTS

- A. All Trade Contractors, Subcontractors and all other firms performing work on site must submit a certificate of insurance to the Construction Manager prior to mobilization or the performance of any work on site. No on site work will be permitted until this requirement is met.
- B. All Trade Contractors except set aside contractors shall furnish a Performance and Payment Bond for the full value of the contract prior to mobilization. Bonds shall be submitted on the Trade Contractor's Surety's Subcontract Form. Newfield + Downes Joint Venture is the bond obligee. Performance and payment bonds must be submitted to the Construction Manager within 14 days of the Notification of Contract Award or sooner, if site mobilization is required.
- C. All Trade Contractors shall submit executed contracts to the Construction Manager prior to mobilization.

22. SUBCONTRACTOR LIST

- A. Each Trade contractor, within five (5) days of notification of contract award shall submit a complete list of all Subcontractors (including those who are to furnish materials or equipment fabricated to a special design) to the Construction Manager for approval. The list shall include the Subcontractor's name, address, telephone number and a contact name. The Trade Contractor shall replace all Subcontractors unacceptable to the Owner and Construction Manager. The Trade contractor shall not change a Subcontractor without the written consent of the Construction Manager and the Owner. Bidders must submit with their bid a list of the MWBE firms that make up the required percentage of MWBE participation.

23. PUNCH LIST

- A. To minimize the impact of a punch list at the end of each phase, a rolling punch list, issued by the Construction Manager, will be utilized for this project. This does not relieve the Trade contractor from the requirement of submitting a punch list for their work, nor does it relieve the Trade Contractor from the responsibility to correct items appearing on subsequent punch lists. All Trade contractors will correct deficiencies in their work within five days, unless otherwise agreed to by the Construction Manager. Failure to correct the deficiencies within the specified time will result in the Construction Manager performing the work at the Trade Contractor's expense.

24. PROJECT RECORD DRAWINGS

- A. Trade Contractors shall maintain progress Project Record Drawings and Project Record Documents as required (refer to other sections in the Project Manual) and submit to the

Construction Manager upon request. Failure to submit progress Project Record Drawings and Project Record Documents upon request will result in withheld payments to the Trade Contractor. In addition to requirements elsewhere in these documents all Trade Contractors will record all as built information on a set of record drawings located in the Construction Manager's field office.

25. WORK RESTRICTIONS

- A. First shift is 7:00 AM - 3:30 PM.
- B. If allowed by City regulations, the Contractor may work on Saturdays and Sundays if, in the Contractor's judgment, work on those days is necessary to meet scheduled activity completion dates or substantial completion dates. The Contractor must coordinate Saturday and Sunday work with the Owner and Construction Manager 48 hours in advance. The Contractor shall be responsible for all costs required to perform the overtime work including, but not limited to all Construction Management supervision costs, overtime premium for testing and inspection services and all Owner janitorial costs.
- C. No person employed on this Project will bring intoxicants or any type of weapon onto the Site.
- D. The Contractor, subcontractors, vendors, suppliers and all related personnel, shall not fraternize or harass any occupants of the building or people visiting the building.
- E. All job site personnel shall attend a site orientation session to be conducted in the Construction Manager's trailer prior to performing work on site. Orientation sessions must be scheduled with Newfield + Downes' Superintendent in advance. A hard hat sticker will be issued upon completion of the orientation. The sticker must be displayed while performing on site work.

26. COMMUNICATIONS

- A. All Trade Contractors are required to utilize web based Procore document management software as directed by Newfield + Downes. Each trade contractor will be assigned a Procore username and password along with detailed instructions for use of the Procore System upon contract award. Trade Contractors are not responsible for any Procore licensing costs or user fees.
- B. All Trade Contractors are required to have e-mail capabilities. Trade Contractors shall provide the Construction Manager with a working e-mail address within two (2) days of notification of contract award. E-mail will be used for the majority of correspondence both to and from the Construction Manager. Meeting minutes, request for proposals, sketches, letters, change order proposals, requests for information and schedule updates will be sent via e-mail or through the Construction Managers web based document management software, Procore. File types will be Microsoft Word, Excel or Blue Beam (PDF). PDF files are also viewable with Adobe Acrobat Viewer (Free Download available at www.adobe.com).
- C. All Trade Contractor field supervisors shall have a cellular telephone to allow the Construction Manager to immediately contact them anytime during the working day.

27. SUPERINTENDENT

- A. The following provision applies to job superintendents or job foremen. **All Trade Contractors shall have an approved English speaking foreman on site, full time, when any portion of the applicable bid package work is being performed by the Trade Contractor's forces or by any Trade Contractor Subcontractors.** See non-working foreman requirements below. The Foreman shall attend all job meetings. Each Trade Contractor shall submit a resume of the proposed Foreman and any other information required to obtain the Construction Manager's written approval within ten days of the notification of contract award. The Trade Contractor shall not change the Foreman without written consent of the Construction Manager. The Foreman shall have good communication skills and process all required documentation, daily logs, daily activity safety analysis, JHA's controlled access plans, photos and CTPHBS logs complete and timely. Foreman shall be responsible for timely ordering of materials and coordination of deliveries with the Construction Manager. Foreman shall schedule/coordinate inspections and be present to represent their work. Foreman shall attend weekly meetings and coordinate with all trades. Foreman shall maintain a professional attitude and cooperate with all team members, inspectors and design professionals. Foreman shall maintain a professional attitude and cooperate with all team members, inspectors and design professionals. The Construction Manager reserves the right to request replacement of any foreman (trade contractor or subcontractor) if the Foreman is not cooperative and is determined to not be acting in the best interest of the Project. Foreman shall have the ability to receive and send electronic communications, view drawings, sketches etc. via Bluebeam or equivalent software in the field. The Trade Contractor will list "Foreman" as a separate line item on their Schedule of Values. The Construction Manager reserves the right to withhold payments and apply credits to the Trade Contractor for values commensurate with any deviation from the supervision requirements set forth above.

28. EXTRA WORK

- A. **No extra work shall be performed without written authorization from Newfield's Project Manager or Project Executive. No consideration will be given for any work performed without such authorization. Any work that is agreed upon as being in addition to the contract for which a lump sum amount has not been agreed upon will be performed on a time and material basis after written authorization is received from Newfield Project Manager or Project Executive. The trade contractor shall track the work with extra work tickets that must be signed by Newfield's site representative and submitted to Newfield on a daily basis for verification. The tickets shall list materials and equipment used and show hours worked by each worker and a description of the work. Workers must be listed by name and (prevailing wage or labor agreement) work classification. These Newfield signed extra work tickets must be priced and submitted to the Construction Manger within the first five calendar days of the month following the month the work was performed, regardless if the task is complete. Extra work tickets received any time subsequent to five calendar days after the month the work was performed will be rejected.**

- A. **For any work that a Trade Contractor disputes as being part of his contract and is directed to perform, the Construction Manager will sign daily tickets for work**

verification only. For this condition a signed ticket does not mean the Trade Contractor will be compensated for the work. The Trade Contractor must inform Newfield's Project Manager, in writing, that the work is disputed and request tracking. Newfield will assign a "CM Number" to the task. The tickets shall contain the information required in Part A above as well as the assigned "CM Number". This is the only way the Construction Manager will be able to verify the actual time incurred for disputed work. No consideration will be given for any claim of extra work that is not brought to the attention of the Construction Manager, in writing, and tracked as described above prior to the alleged extra work being performed.

29. PROPOSAL REQUESTS/ CHANGE PROPOSALS/ LABOR RATES

- A. All Trade Contractors shall respond to proposal requests within seven (7) calendar days. All Trade Contractors shall respond to requests for additional information or additional break downs within one (1) calendar day.** Failure to respond within the prescribed time will result in the assumption of a zero cost change for added work or the value for added or deleted work will be determined by the Construction Manager. The added or deleted work will become part of the Trade Contractor's scope of work. Also, failure to respond to requests for proposals in the prescribed time will be grounds for Trade Contractor caused delays. Proposed change orders shall be presented in accordance with the procedures outlined below. Allowable costs for change proposals, ticket work and allowance work shall be limited to the following:
1. Costs of labor directly attributable to the change as described below under "labor rates".
 2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed.
 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.
 4. Costs of premiums for all bonds and insurance, fees, permit fees and inspection fees related to the work.
 5. Additional costs of supervision and field personnel directly attributable to the change.

All change proposals must be itemized completely including a complete break down of all material, labor, equipment and mark ups. Change proposals must be submitted on a form provided by or approved by the Construction Manager. A sample form is attached at the end of this section and is available electronically as a Microsoft Excel document from the Construction Manager. This form shall be used by all trade contractors and by all tiers of their subcontractors. Failure to submit change proposals on an approved form will result in an immediate rejection of the change proposal and possibly a delay notice. The detail shall include itemized material costs and quantities, labor costs with labor rates itemized as described below, subcontractor costs, equipment costs with equipment rates and overhead and profit. Subcontractor proposals and vendor quotes shall include the same detail. **Labor Rates:** Labor rates for change proposal pricing, time and material work and work performed under an allowance shall be the prevailing wage rate or, if applicable, the labor agreement rate for the applicable work classification with allowable additions as follows: Labor rates shall be limited to the base rate plus fringe benefits required by law or labor agreement, social security, old age and unemployment insurance (FICA,FUTA,SUTA, Medicare), general liability and workers' compensation insurance. No other add-ons will be allowed. Foreman's hours are limited to those hours directly attributable to

the work involving the change, allowance or time and material ticket. For time and material tickets and allowance work include the name and work classification of all personnel listed. All trade contractors shall submit for approval, within fifteen (15) days of notification of contract award, itemized labor rates, as described above, for each applicable work classification. All labor rate disagreements will be resolved by utilizing the rates from the submitted certified payrolls. Equipment rental rates will be determined by local market rental rates. Equipment rental charges shall not exceed the market value of the equipment.

Electrical Changes- For Electrical changes in the work the contractor or subcontractor shall use the lowest unit prices for productivity for "Daily Output" and "Labor Hours" utilized in the National Electrical Contractors Association (NECA) Manual of Labor Units, most current edition, for pricing indicated in Column 1 with no add-ons or additional burdens allowed. For labor unit pricing utilize a sliding scale, a multiplier rate of .85 and .90 based on the total cost of the change excluding subcontractor costs. A change in the Electrical Work with a direct value between \$1 and \$10,000 shall use a multiplier rate of .90 and for a direct value greater than \$10,000 the multiplier rate shall be .85.

All Changes- Overhead and profit (O&P) shall include all costs for home office support, as built drawings, project management, estimating, safety, small tools, pick up trucks, travel, on site (includes foreman's time unless the foreman is performing the task) and off site supervision. Foreman's hourly rates shall be set by the actual rate verified by certified payroll. Foreman's time cannot be added on to any change proposal or time and material ticket (including allowance work) and is chargeable only if the foreman is directly working on the change or time and material work (including allowance work). For projected changes, the foreman's hours shall not exceed ten percent (10%) of the total labor hours directly attributable to the change and shall be part of the hours attributable to the change. Allowable combined overhead and profit on self performed trade contractor or self performed subcontractor is 10%.

Overhead and profit shall not be applied to lower tier mark ups. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any. For work performed by a subcontractor the trade contractor mark up for combined overhead and profit shall be five percent (5%) of the net cost of the work. The total mark up to the Owner, excluding the Construction Manager's mark up, shall not exceed fifteen percent (15%) of the net cost of the work. Change proposals shall indicate the number of additional calendar days, if any, which are required to complete the change. If no additional time is indicated it will be assumed that no additional time is required. The Trade Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Manager, itemized statements of the cost of the Work so ordered, including, but not limited to certified payrolls and copies of accounts and subcontracts, bills and vouchers to substantiate the above estimates. Estimated bond costs may be shown on each change proposal request, but not included in the total. Additional bond fees actually incurred will be reconciled at the end of the Project upon presentation of an invoice from the Trade Contractor's bonding company.

Contractor O&P is not allowed on bond costs. Change orders issued to Trade Contractors shall be executed and returned to the Construction Manager within seven (7) days. Failure to return

change orders in the prescribed time will result in withheld payments to the Trade Contractors.

30. PAYMENT APPLICATIONS

- A. Within fifteen (15) days of notification of contract award submit a schedule of values to the Construction Manager for approval. Payment applications will not be accepted without an approved schedule of values. Allow a fourteen (14) day review period for the schedule of values. **Preliminary draft payment applications must be submitted to the Construction Manager by the twentieth day of the month for work performed in that month.** Upon request, the Trade contractor shall furnish the necessary documentation including, but not limited to, invoices, subcontracts and payroll records to substantiate payment applications. Reviewed payment applications will be returned to the Trade Contractors for revisions. Within forty eight (48) hours of the preliminary draft payment application being returned to the Trade Contractor, the Trade Contractor must submit three (3) original, corrected, notarized payment applications to the Construction Manager. **For all trades that are required to submit a CHRO Affirmative Action Plans retainage shall be seven (7) percent until the plan is approved by CHRO; otherwise retainage shall be five (5) percent.** Preliminary draft or corrected payment applications received late or submitted with insufficient quantities will be processed the following month provided the trade contractor corrects the deficiencies. Issued change orders must be listed on the Trade Contractor's payment application in a timely fashion- in the month they are received by the Trade Contractor. **Failure to list issued change orders in a timely fashion will prevent the payment application from being processed for approval and payment.**
- B. Payment applications will not be processed and payments will be withheld if any required compliance documentation or certified payrolls are not up to date for the applicable pay period.

31. WAIVER OF LIEN

- A. Subcontractor's Partial Waiver of Lien & Sub-Subcontractor/Supplier Affidavit and Partial Release of Claims and Lien Waiver for the Project is hereby made part of this Contract Agreement.

Upon submission of Subcontractor's monthly payment application this Subcontractor shall provide a "partial waiver of lien" and "sub-subcontractor/supplier affidavit and partial release of claims and lien waivers" for each sub-subcontractor/supplier whereby this Subcontractor and its Subcontractors, Laborers, Material men and Suppliers do hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further the right to file or maintain such liens and claims shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the project as the original work covered by this agreement. Waivers shall be for work paid for from the previous Payment Application and shall be on the forms acceptable to the City of Hartford. **Note: Failure to provide waivers will delay the issuance of progress payments.**

32. COMPLIANCE

- A. Unless noted otherwise in these documents the Trade Contractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contractor Documents, without additional charge or expense to Newfield + Downes and/or the Owner and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as Newfield + Downes may require showing such compliance and the correction of such violation. The Subcontractor agrees to save harmless and indemnify Newfield + Downes and the Owner from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification Form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges, represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Subcontractor's workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into

in connection with the performance of the work.

33. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

- A. (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, sexual orientation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which 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 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; (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.
- B. Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the

contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

- C. If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into 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.
- D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated 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 municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

34. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT (CHRO)

- A. The contractor(s) who is(are) selected to perform this project must comply with Connecticut General Statute Sections 4a-60, 4a-60a, 4a-60g and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of Connecticut General Statute 4a-60g. (25% of the work with DAS certified small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the 25% set-aside goals. An explanation of "Good Faith Efforts" is attached at the end of this Section.

- B. All first tier contractors selected to perform on this project must file and receive an approved Set Aside Plan (Refer to Section 00 31 35 Set Aside Plan Template) by the State of Connecticut Commission on Human Rights and Opportunities (CHRO) prior to commencement of construction. Upon submission of the Set Aside Plan the named set aside firms cannot be changed without just cause and filing such documentation with the CHRO.
- C. All first tier contractors shall be required to make best good faith efforts to award not less than twenty-five (25%) of their contract value to Small Business Enterprises (SBE's) including Minority/Woman/Disabled Business Enterprises (M/W/DisBE). The M/W/DisBE portion alone, for the purposes of this project, should total not less than 6.25% of the total contract award. All selected S/M/W/DisBEs must hold a current certification form the Connecticut Department of Administrative Services (DAS) under Connecticut General Statute's 4a-60g.

- D. Workforce Utilization Goals- All trade contractors and subcontractors (all tiers) shall endeavor to meet, at minimum, all CHRO workforce participation goals for the labor/workforce (measured by man hours) of **13.7% minority male workers and 2.1% female workers** (based on the Project location).
- E. **In order to be awarded a contract, all trade contractors are required to outline a strategy for how they will meet the goals outlined above. All apparent low bidders must submit a copy of their Non-Discrimination Affidavit (original to be submitted to the State of Connecticut), Commitment Letter and an S/M/W/DisBE Strategy Form to the Construction Manager at the scope review meeting, upon request or within five business days of the bid opening.** A sample Commitment Letter and S/M/W/DisBE Strategy Form are included in Section 00 31 35 Contract Compliance Documents. The Bidding Contractor must list on the S/M/W/DisBE Strategy Form the proposed individual values for each proposed category by line item and show the percentages of total value of SBE and M/W/DisBE awards, including the name of the selected firm, or “To Be Determined” (TBD), if unknown. Prebid solicitations or planned solicitations for all categories must be attached to the Commitment Letter similar to the CHRO Set Aside Plan submission requirements demonstrating best good faith efforts for solicitations. See Section 00 31 35 Contract Compliance Documents for a definition of “Good Faith Efforts”.
- F. CHRO Affirmative Action Plans shall be filed with CHRO approximately 30 days prior to performing work on site. **Failure to file a Plan with CHRO will result in with holding payments (beginning when the Plan is due) until the Plan is filed with CHRO. An additional 2% retainage will be held until the CHRO approve the Trade Contractor’s Plan.** Firms unfamiliar with CHRO shall attend free CHRO training sessions.

35. CITY OF NEW LONDON RESPONSIBLE CONTRACTOR ORDINANCE (applies to all bid packages)

All Contractors for construction projects which utilize apprenticeships or occupations in the performance of contracts are subject to the following requirements:

- a. The Contractor shall be affiliated with a State Certified Apprenticeship Program for each apprenticeship trade or occupation represented in its workforce.
- b. A minimum of ten (10) percent of the workforce by trade employed by contractors on projects covered by prevailing wage dollar thresholds shall be apprentices and, of this number a minimum of fifty (50) percent shall be in the first year of apprenticeship training.
- c. The contractor or subcontractor must show proof of participation in a State Certified Apprenticeship Program prior to being awarded any contracts.
- d. This Project is subject to the City of New London employment preference goal that construction jobs be offered to local residents. With respect to work covered by this agreement it is understood that contractors agree to make a good faith effort to employ a work force comprised of twenty five (25%) local residents of New London County, CT participation with residents of the City of

New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty five percent (25%) female and minority.

36. CONTRACT DOCUMENTS

- A. The Owner will not provide Contract Documents for trade contractors. Trade Contractors are responsible to purchase Contract Documents as required. Documents can be purchased from the printer named in the Invitation to Bid. Electronic documents (PDF) can be downloaded from Newfield's Procore or File Share site free of charge. Trade Contractors are responsible for any CAD or 3D files release fees from the Design Consultants. Refer to Project Manual for CAD and 3D files release procedures and fees.

37. PERMITS

- A. The General Building Permit will be procured by the Construction Manager. All fees for the General Building Permit shall be paid by the Construction Manager. All other required permits shall be procured by the trade requiring the permit. City of New London permit fees will be waived for trade permits. The State Public Safety Education Fee (.26/1,000) must be paid by the trade contractor securing a permit. Any other permits or bonds required by AHJ shall be the responsibility of the applicable trade contractor.

38. BOND BILLING/RECONCILIATION

- A. All Trade Contractors providing Performance and Payment bonds shall list the value of the bonds as a separate line item on their schedule of values. Bond invoices from your surety shall be submitted when billing any bond values. Provide bond reconciliation calculations and a final invoice from your surety at the end of the Project.

39. SUSTAINABLE DESIGN REQUIREMENTS

- A. All Trade Contractors are responsible to meet and provide the necessary documentation, as applicable, for the Connecticut High Performance Building Standards (HPBS) or Leadership in Energy and Environmental Design (LEED) program requirements, if applicable. Refer to the Project Manual for additional information.

END OF DOCUMENT 00 7200

Sample Proposed Change Order Form Attached

NEW LONDON HIGH SCHOOL

Proposed Change Order

To: Newfield Construction, Inc.

From: ABC Trade Contractor

Date: xx/xx/xx

Ref: RFI XXXXX

CM Number: XXX

Trade Contractor PCO Number: XXX

Description: Xxxxxx xxxx xxxx

Quantity	Unit	Description of Material and Equipment	Unit Cost	Total
2	sheet	Plywood	50.00	100.00
				0.00
				0.00
				0.00
		SAMPLE DOCUMENT		0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Line 1		Material and Equipment Total		100.00

Crew	Labor Classification	Hours	Base Rate	FICA & Med Care	FUTA & SUTA	G/L, W/C Ins	Benefits	Total Rate	Total
2	Laborers	8	25.00	1.91	1.55	4.30	11.23	43.99	703.88
1	Carpenter	8	32.00	2.45	1.98	5.20	13.97	55.60	444.82
				0.00	0.00			0.00	0.00
				0.00	0.00			0.00	0.00
				0.00	0.00			0.00	0.00
				0.00	0.00			0.00	0.00
Line 2								Labor Total	1,148.70

Subcontractor Cost (Attach Proposals)		
Trade	Name of Subcontractor	Total
Fire Protection	ABC Subcontractor	2,200.00
		0.00
		0.00
		0.00
		0.00
Line 3	Subcontractor Total	2,200.00

Line 4 Total Labor, Material, and Equipment (Lines 1 + 2) 1,248.70

Contractor Overhead and Profit	Allow %	Amount	Total
Net Value of Self Performed Work (Amount= Lines 1+2)	10	1,248.70	124.87
Net Value of Subcontract Work (Amount = Line 3)	5	2,200.00	110.00
Line 5		Contractor Overhead and Profit Total	234.87

Line 6	Total Proposed Change Order Amount (Lines 1+2+3+5)	3,683.57
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SECTION 00 7340 PREVAILING WAGE RATES

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT
GENERAL STATUTES (C.G.S.)

CURRENT PREVAILING WAGE RATES

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of
Labor website: <http://www.ctdol.state.ct.us> or call 860-263-6000



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a**- SPECIAL NOTICE -****To: All State and Political Subdivisions, Their Agents, and Contractors****Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.


Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

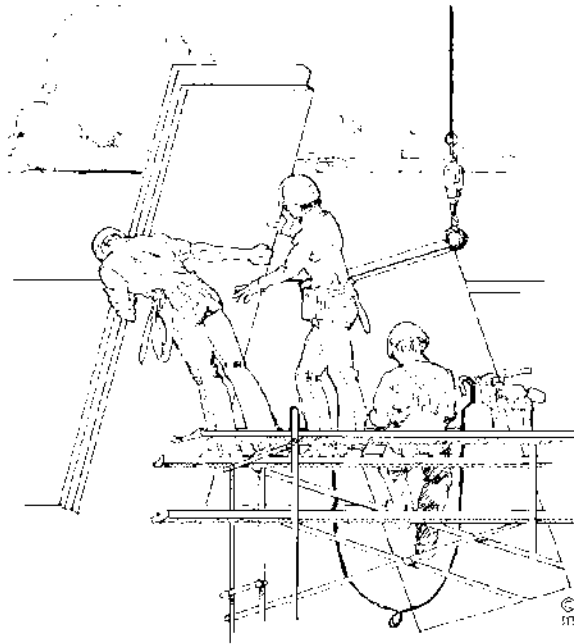
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

**Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109**

CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER				
PAYROLL NUMBER	Week-Ending Date		PROJECT NAME & ADDRESS								POLICY #				EFFECTIVE DATE:			EXPIRATION DATE:	
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S				Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING		
			HOURS WORKED EACH DAY								\$	1. \$							
											\$	2. \$							
											\$	3. \$							
											\$	4. \$							
											\$	5. \$							
											\$	6. \$							
											\$	1. \$							
											\$	2. \$							
											\$	3. \$							
											\$	4. \$							
											\$	5. \$							
											\$	6. \$							

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ (Signature) _____ (Title) _____ Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09									
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
		DAY AND DATE													FICA	FEDERAL	STATE	LIST OTHER		
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH								
				HOURS WORKED EACH DAY																
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		40	S-TIME \$ 30.75 Base Rate O-TIME \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		40	S-TIME \$ 19.99 Base Rate O-TIME \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					8	S-TIME \$ Base Rate O-TIME \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
												S-TIME \$ Base Rate O-TIME \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

Definitions:

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**Truck drivers are covered for payroll purposes under the following conditions:**

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Hazamat Abatement For The City Of New London

**Minimum Rates and Classifications
for Building Construction**

ID# : B 25652

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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

Project Number: 095-0090

Project Town: New London

State#:

FAP#:

Project: Hazamat Abatement For The City Of New London

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
<hr/>		
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
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1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

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Project: Hazamat Abatement For The City Of New London

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers. 30.05 20.10

4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only). 30.30 20.10

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry). 30.55 20.10

4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80. 30.55 20.10

4d) Group 5: Air track operator, sand blaster and hydraulic drills. 30.55 20.10

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.80 20.10

Project: Hazamat Abatement For The City Of New London

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10
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4i) Group 10: Traffic Control Signalman	16.00	20.10
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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34
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5a) Millwrights	33.14	25.74
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.50	27.91+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.50	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.30 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.30 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	36.03	24.30 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 33.99 24.30 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 33.99 24.30 + a

Group 12: Wellpoint operator. 33.93 24.30 + a

Group 13: Compressor battery operator. 33.35 24.30 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 32.21 24.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.30 + a

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Group 16: Maintenance Engineer/Oiler.	31.15	24.30 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	33.04	24.30 + a
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10a) Brush and Roller	33.62	21.05
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10b) Taping Only/Drywall Finishing	34.37	21.05
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10c) Paperhanger and Red Label	34.12	21.05
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10e) Blast and Spray	36.62	21.05
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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13) Roofer (composition)	36.70	19.85
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14) Roofer (slate & tile)	37.20	19.85
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade	42.62	31.21
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-----TRUCK DRIVERS-----

17a) 2 Axle		29.13	23.33 + a
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17b) 3 Axle, 2 Axle Ready Mix		29.23	23.33 + a
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17c) 3 Axle Ready Mix		29.28	23.33 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons		29.33	23.33 + a
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17e) 4 Axle Ready Mix	29.38	23.33 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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19) Theatrical Stage Journeyman	25.76	7.34
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Welders: Rate for craft to which welding is incidental.

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

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

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

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: Friday, February 08, 2019

Project: Hazamat Abatement For The City Of New London

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

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

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

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

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

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

As of: Friday, February 08, 2019