

**CONTRACT FOR CONSTRUCTION RENOVATION**  
**between**  
**WESTERN CONNECTICUT STATE UNIVERSITY**  
**and**  
**CONTRACTOR NAME**

This Contract for construction renovation services is entered into by and between Western Connecticut State University (hereinafter "University", "Owner", "Agency" or "State") located at 181 White Street, Danbury, CT 06810 ("campus") and (CONTRACTOR NAME), with a principal place of business at (CONTRACTOR ADDRESS) ("Contractor"). This Contract is pursuant to an award made to the Contractor (BID NUMBER) for the provision of (GENERAL DESCRIPTION OF SERVICES)

1. **ENTIRE AGREEMENT.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. Therefore the work to be performed pursuant to this Contract will be in accordance with the drawing set entitled (DRAWING TITLE & WCSU Project #) provided by the University's Planning and Engineering Office, dated (DATE) (incorporated herein by reference and attached hereto as Attachment H). Contractor is responsible to ensure all contractor and subcontractor services are supplied in accordance with the Contract Documents.

1.1 In accordance with **Articles #11 and #12** of this Contract, modifications to the Contract Documents (i.e. - Drawing changes) not resulting in an increase in cost beyond the maximum contract value or an increase in the contract term can be negotiated between the parties and agreed to in writing. All other modifications shall require a formal amendment to the Contract executed by both parties and approved by the Office of the Attorney General.

2. **DEFINITIONS.** Whenever the following terms, or pronouns in place of them, are used the intent and meaning shall be as follows:

2.1 **ADDITIONAL OR DELETED WORK:** Work required by the University that involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

2.2 **AGENCY:** The Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed. The Agency is Western Connecticut State University.

2.2.1 Agency Representative: Mark R. Case  
Director for Administrative Services  
Western Connecticut State University

2.2.2 Project Coordinator: (NAME)  
(TITLE)  
Western Connecticut State University

- 2.3 **APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION:** Contractor's request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 2.4 **APPROVED:** The term "approved" will be held to the limits of the Project Coordinator's authority as specified in the Contract Documents. In no case shall the Project Coordinator's approval relieve the Contractor of its responsibility to provide a Project constructed in accordance with the Contract Documents. The Project Coordinator's approval shall be for general conformance to the Contract Documents and shall not relieve the General Contractor from its responsibility to accurately determine quantities and to correlate and verify dimensions.
- 2.5 **BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.
- 2.6 **CALENDAR DAY:** This is each day of the calendar.
- 2.7 **CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail.
- 2.8 **CERTIFICATE OF COMPLETION:** A document issued by the Contractor to the Project Coordinator stating that the Contractor has met all contractual obligations.
- 2.9 **CERTIFICATE OF COMPLETION and ACCEPTANCE:** A document issued by the Project Coordinator to the Contractor stating that all Work has been completed and that the Work is accepted by the University.
- 2.10 **CERTIFICATE OF COMPLIANCE:** A document issued to the University by a design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.
- 2.11 **CERTIFICATE OF OCCUPANCY:** Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.
- 2.12 **CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Contractor and approved by the Project Coordinator on the basis of an inspection stating:
- 2.12.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;
  - 2.12.2 the date of Substantial Completion;
  - 2.12.3 the responsibilities of the University and the Contractor regarding security, maintenance, heat, utilities, damage to the Work and insurance; and
  - 2.12.4 the time within which the Contractor shall complete the remaining work.
- 2.13 **CHANGE ORDER:** Written authorization signed by an authorized University employee, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.
- 2.14 **CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by an authorized University employee, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum.

- 2.15 **CONTRACT DOCUMENTS OR CONTRACT:** The Agreement between the University and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Project Manual, Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.
- 2.16 **CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK:** The date, specified by the University in the Purchase Order, on which the Contractor is required or approved to start the Work.
- 2.17 **CONTRACT SUM:** The sum stated in the Contract, which is the total amount payable by the University to the Contractor for performance of the Work under the Contract Documents.
- 2.18 **CONTRACT TIME:** The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.
- 2.19 **CONTRACTOR OR GENERAL CONTRACTOR:** An individual, partnership, firm or Corporation, under direct contract with the University, responsible for performing the Work under the Contract Documents. Whenever the words “Contractor” or “General Contractor” are used it shall be understood to mean Contractor.
- 2.20 **CONTRACTOR’S LIABILITY INSURANCE:** Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.
- 2.21 **CONTRACTOR PARTIES:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- 2.22 **DAY:** Whenever the word Day is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.
- 2.23 **EQUAL(S):** A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Project Coordinator (as deemed necessary) to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality, and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or design intent of the specified material, device, procedure, equipment, etc.
- 2.24. **FIELD ORDER:** A change in the Contract Documents effected and authorized by the Architect/Engineer which does not change the Contract Sum or the time required to complete the Project; nor does it, in the opinion of the Project Coordinator, change the scope of the Project.
- 2.25 **FINAL ACCEPTANCE:** The University’s written approval and acceptance of the Work issued to the Contractor upon written certification of Final Completion.

- 2.26 **FINAL COMPLETION:** A written statement by the Contractor to the Project Coordinator that the Work has been completed in accordance with the terms and conditions of the Contract Documents.
- 2.27 **FINAL INSPECTION:** Review of the Work by the Project Coordinator and/or other individuals/officials as deemed necessary to determine whether Final Completion has been achieved.
- 2.28 **FINAL PAYMENT:** The last payment made by the University to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.
- 2.29 **GENERAL CONDITIONS:** The General Conditions of the Contract for Construction.
- 2.30 **LABORERS:** The term laborers as used herein shall include workmen, workwomen, and mechanics.
- 2.31 **LIQUIDATED DAMAGES:** A sum established in a Contract, usually as a fixed sum per day, as the predetermined measure of damages to be paid to the University by the Contractor due to the Contractor's failure to complete the Work within the Contract Time.
- 2.32 **LUMP SUM:** An item or category priced as a whole rather than broken down into its elements.
- 2.33 **MINOR CHANGES IN THE WORK:** Changes in the Work not involving an adjustment in the Contract Sum and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Project Coordinator.
- 2.34 **MODIFICATION OR AMENDMENT:**
- 2.34.1 A written change to the Contract Documents.
  - 2.34.2 A Change Order.
  - 2.34.3 A Construction Change Directive.
  - 2.34.4 Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.
- 2.35 **NOTICE TO BIDDER:** A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.
- 2.36 **NOTICE TO PROCEED:** Written notice issued by the University to the Contractor in the form of a Purchase Order, authorizing the Contractor to proceed with the Work and may also establish the date for commencement of the Contract Time.
- 2.37 **OWNER:** The individual, partnership, firm, corporation or other business organization who owns the property affected by the construction project.
- 2.38 **PAYMENT BOND, LABOR BOND OR MATERIAL BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the University that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Conn. Gen. Stat. § 49-41.

- 2.39 **PERFORMANCE BOND OR SURETY BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the University that the Work will be performed in accordance with the Contract Documents, as required by Conn. Gen. Stat. § 49-41.
- 2.40 **PERFORMANCE SPECIFICATION:** A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.
- 2.41 **PLANS OR DRAWINGS:** All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.
- 2.42 **PRODUCT DATA:** All data containing the manufacturer's product information, which shall include but is not limited to Material Safety Data Sheets ("MSDS") and recommended installation practices.
- 2.43 **PROJECT:** The total construction of which the Work performed under the Contract Documents may be the whole or a part. **PROJECT TITLE & WCSU PROJECT NUMBER**
- 2.44 **PROJECT COORDINATOR:** The University representative authorized to oversee the fulfillment of all requirements of the Contract Documents.
- 2.45 **PROJECT MANUAL:** The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements, and the Specifications.
- 2.46 **PROJECT SUPERINTENDENT:** The Contractor's representative authorized to oversee all requirements of the Project.
- 2.47 **PROPRIETARY SPECIFICATION:** A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the University.
- 2.48 **PURCHASE ORDER:** A document issued by the University to the Contractor, authorizing the Contractor to proceed with the Work.
- 2.49 **RECORD DOCUMENTS OR AS-BUILT DRAWINGS:** Construction Drawings revised to show all significant Modifications made during the construction process.
- 2.50 **RECORDS:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- 2.51 **SAMPLE:** A physical portion of the specified product.
- 2.52 **SCHEDULE:** A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial

Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

- 2.53 **SCHEDULE OF VALUES:** A document furnished by the Contractor to the Project Coordinator and the University stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.
- 2.54 **SECONDARY SUBCONTRACTOR:** An individual, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.
- 2.55 **SHOP DRAWINGS:** Drawings provided to the Project Coordinator and the University by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.
- 2.56 **SITE:** All the area(s) bounded by the Contract Limit Lines of this Project. If no Contract Limit Lines are specified, the Site(s) shall be defined as the area(s) of and in the immediate vicinity of the Work, as defined by the Project Coordinator.
- 2.57 **SPECIFICATIONS:** The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.
- 2.58 **SUBCONTRACTOR:** 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.
- 2.59 **SUB-SUBCONTRACTOR:** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. 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.
- 2.60 **SUBMITTALS:** Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the University and Project Coordinator by the Contractor for the purpose of approval or other action, as required by the Contract Documents.
- 2.61 **SUBSTANTIAL COMPLETION:** 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 the University can occupy or utilize the Work for its intended use.
- 2.62 **SUBSTITUTION:** A material, device, procedure, equipment, etc., which has been determined by the Project Coordinator and the University to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. The Substitution may constitute a modification in the Work, the Schedule or the design intent of the specified material, device, procedure, equipment, etc. at the sole discretion of the Project Coordinator.
- 2.63 **SUPPLEMENTAL BID:** The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

- 2.64 **SUPPLEMENTARY CONDITIONS:** An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.
- 2.65 **THRESHOLD LIMIT BUILDING:** Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.
- 2.66 **UNIT PRICE:** The monetary value stated by the University or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.
- 2.67 **WORK:** The construction and services required by the Contract Documents, and including all 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.
3. **ORIGINAL PROJECT DETAILS/SCOPE OF WORK.** The Contractor agrees and is authorized to supply the University with the following services, equipment, and/or supplies; and the University agrees to utilize Contractor for such services:
- 3.1 Contractor shall provide service and materials, by qualified tradesmen including but not limited to Electricians, Masons, Painters, Plumbers, and other tradesmen as required, in the fulfillment of the Job Specifications summarized as (but further delineated/clarified in the documents incorporated herein as set forth in this Contract as Attachment H):

4. **CONDITIONS OF WORK**

- 4.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the University including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.
- 4.2 The Contractor shall report to the Project Coordinator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the University for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Project Coordinator. If the Contractor performs any Work knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Project Coordinator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.
- 4.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Project Coordinator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the Site of the Work which are obvious and apparent upon examination of the Site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

- 4.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the University operating at the Site.
- 4.5 No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.
- 4.6 The Contractor shall perform the Work in accordance with the Contract Documents and approved Submittals.

**5. CORRELATION OF CONTRACT DOCUMENTS**

- 5.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents it is adjudged the Contractor shall have included the most restrictive and/or costly solution in its bid.
- 5.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Project Coordinator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the University. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary adjustment, with respect to any discrepancy.
- 5.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- 5.4 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.
- 5.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**6. COMMENCEMENT AND PROGRESS OF WORK**

- 6.1 All Contractor and Subcontractor employees shall hold current appropriate licenses and/or certifications, including but not limited to all journeymen tradesmen, and apprentices must be registered with the State of Connecticut.
  - 6.1.1 Tradesmen shall be required to provide all tools and other equipment normally associated with their trade.
  - 6.1.2 Tradesmen shall be fully qualified and experienced in all aspects of the trade and will be required to perform highly skilled tasks in accordance with national and local codes and standard trade practices.



- 6.2 Prior to the start of Work, Contractor must provide the following documents in accordance with **Article 44**: Proof of Insurance covering Public Liability and Workers' Compensation (Form #Accord 25-S reflecting State-required limits); Performance Bond (Form PW-25 or similar); and Labor and Materials Bond (Form PW-6 or similar).
- 6.3 The Contractor shall begin work under this Contract on the Project Start Date as indicated herein, and only after the approval of a formal contract and University's issuance of a Purchase Order for the Project. All work must be performed in a safe manner. If any shutdown of services is required, the Contractor must contact the Project Coordinator prior to shutdown. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, Site cleanup, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.
- 6.4 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.
- 6.5 The Contractor's early completion schedule notwithstanding, the University reserves the right to order Modifications to the Work at any time during the Contract Time.
- 6.6 The Contractor shall not be entitled to costs for delay due to the University ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays, extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.
- 6.7 If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the University's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the University may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Project Coordinator.
- 6.7.1 Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.
- 6.8 The Contractor acknowledges that the Contract Sum includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.
- 6.9 Any extension of the Contract Time shall be by Change Order pursuant to Article 11.

- 6.9.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.
- 6.9.2 If weather conditions prevent the Contractor from executing the Work, the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the University.

## **7. SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES**

- 7.1 Contractor shall review, approve and submit to the Project Coordinator all Submittals including but not limited to Product Data, Shop Drawing and Samples, with such promptness as to cause no delay in the Work.
- 7.2 Correction or approval of such Submittals, Shop Drawings, Product Data, and Samples will be made with reasonable promptness by the Project Coordinator. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Project Coordinator's written approval.
- 7.3 No Work governed by such drawings, schedules or samples shall be fabricated, delivered or installed until approved by the Project Coordinator.
- 7.4 No damages for delays or time extensions will be granted even if approvals deviate from the approved Schedule.

## **8. AUTHORITY OF THE PROJECT COORDINATOR**

- 8.1 The Project Coordinator employed by the University is authorized to inspect all Work for conformance to the Contract Documents. The Project Coordinator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.
- 8.2 The Project Coordinator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Project Coordinator interfere with the management of the Work by the Contractor. Any advice, which the Project Coordinator may give the Contractor, shall in no way be construed as binding the University in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.
- 8.3 In any dispute arising between the Contractor and the Project Coordinator with reference to inspection and rejection of the Work, the Project Coordinator may suspend work on the noncompliant portion of the Work until the dispute can be referred to and decided by the University.

## **9. SEPARATE CONTRACTS**

- 9.1 The University reserves the right to perform Work in connection with the Contract, to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter

required under **Article 8** herein.

- 9.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the University shall be final and binding to all Contractors involved, including Contractors under separate Contracts.
- 9.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the University and the State of Connecticut from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the University and the Contractor, the Contractor shall bear such loss.
- 9.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.
- 9.5 In no event shall the University be responsible for any claim for damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

## 10. **CONSTRUCTION SCHEDULES**

- 10.1 Within seven (7) days of the University's issuance of a purchase order, the Contractor shall submit to the Project Coordinator three (3) copies of a Construction Schedule for this Project. The Schedule shall be in bar chart form and shall include all aspects of the work, the interrelationship of the various trades and the critical path of the job. The schedule shall include a timeline for the submission, review and approval of shop drawings for critical path items and delivery and installation dates for those same critical path, or long lead time items, (such as electrical transformers and elevator). The Schedule shall coincide with the Contractor's approved Schedule of Values. The Schedule shall indicate a completion date in advance of the date established for Substantial Completion. The Schedule shall be acceptable to the Architect/Engineer and the Project Coordinator. It shall be revised and reissued at the beginning of every month for the duration of the project. This monthly update progress Schedule shall include a summary comparison of the original schedule and the latest updated schedule (previous month) showing all activity description and dates. These comparison schedules shall be in the form of a summary bar chart, an activity listing report and actual to target comparisons. The reports may include critical activities, float time, duration of each activity, dates of each activity and the network logic (including successors and predecessors of each activity). Failure to provide the Architect/Engineer, or the Project Coordinator with an acceptable, revised Schedule, within seven (7) days of the receipt of a written request, may result in the withholding of the Contractor's monthly progress payments until such a Schedule is received.
- 10.2 Phasing: The Contractor shall include, as part of the Construction Schedule, all proposed phasing for execution of the work. The phasing must incorporate all aspects of the work and shall reflect coordination with any concurrent projects by the University, and any partial occupancy requirements of the University.

## 11. **CHANGE ORDERS**

- 11.1. At any time, without invalidating the Contract and by a written order and without notice to the sureties, the University may order changes in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Project Coordinator promptly with a detailed proposal for the same, showing quantities of and unit prices for its Work and that of any subcontractor involved.
- 11.2. All such changes in the Work shall be authorized by a properly executed change order, or if necessary to expedite the Work, a field order, approved by the Project Coordinator shall be executed under all provisions of the Contract Documents. Upon receipt of the field order, the Contractor shall proceed with the Work when and as directed.
- 11.3. If such changes make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum. The deductions shall be computed in accordance with the provisions listed in **Article 11.5.2** or in the event none of the provisions of **Article 11.5.2** are applicable than by the value as estimated by the University.
- 11.4. The Contractor and the University agree that the time specified in **Articles 31 and 32**, for the performance of this Contract shall include not only the Work of the Original Contract but any additional work ordered by the University which, in the opinion of the Project Coordinator, can be performed concurrently with the Original Work specified. Therefore, no extension of time will be granted for such work.
- 11.5. The amount of compensation to be paid to the Contractor for any additional work so ordered shall be determined in one of the following manners:
- 11.5.1. By unit prices stated in the Contract Documents, or subsequently agreed upon.
- 11.5.2. By a lump sum agreed upon by the University and the Contractor, computed as follows:
- 11.5.2.1. The total cost of labor performed, plus or minus material used and the cost of rented equipment used exclusively on the work specified in the subject Change Order, by the subcontractor or the Contractor's own forces. The cost of labor and all fringe benefits are specified for each trade in the most current State "Prevailing Wage Rates and Holiday Schedule" which shall be superseded by the Schedule issued for this Project.
- 11.5.2.2. Plus or minus the taxes imposed by law on labor, which shall equal the total cost of Gross Pay for Prevailing Rates (Base Rate per Hour plus Taxable Cash Benefits per Hour) times the Contractor's established percentage rate for Workers' Compensation Insurance, Federal Social Security and Medicare, (FICA), Connecticut Unemployment Compensation, Federal Unemployment Tax Act.
- 11.5.2.3. Plus or minus the Contractor's, or Subcontractor's, allowance for overhead and profit, (OH&P), applied to the cost of labor, materials and taxes for work performed by its, or their, own forces, as specified below.
- 11.5.2.3.1. For change orders up to and including \$5,000 – 0% OH&P.
- 11.5.2.3.2. For change orders from \$5,001 to \$15,000 – 17% OH&P.
- 11.5.2.3.3. For change orders from \$15,001 to \$25,000 – 15% OH&P.
- 11.5.2.3.4. For change orders from \$25,001 and up – 12% OH&P.
- 11.5.2.4. On all change order work performed solely by its Subcontractors, the General Contractor shall be allowed a 6% markup for its overhead and profit on the total cost of

the Subcontractor's work. The total cost of the Subcontractor's work will include the Subcontractor's overhead and profit.

- 11.5.2.5. The University recognizes a markup for overhead and profit by a Subcontractor to the General Contractor on its own work. No markups will be recognized on work performed by secondary subcontractors performing work for a Subcontractor.
- 11.5.2.6. Changes involving both cost and credit must be submitted in a singular request. The net cost, or credit, shall be computed before the percentage allowed for overhead and profit is applied. If the work to be performed results in a credit to the University, the specified percentage allowed (resulting in additional credit) for OH&P shall be forfeited by the University.
- 11.5.2.7. Bond cost for the total of project Change Orders may be submitted as a separate and final Change Order request upon submission to the University of written documentation from the bond company.
- 11.5.2.8. The Contractor shall, when requested, promptly furnish in a form acceptable to the Architect/Engineer, itemized statements of the cost of the work specified in Change Orders. These statements shall include, but shall not be limited to, certified payrolls and copies of accounts, bills, vouchers, proof of Unemployment Tax/Workmen Compensation/Health-Pension rates, Union Wage Agreements, apprentice documentation and bond premium increase documentation as required to substantiate the cost of the Change Order in question.
- 11.5.2.9. All Change Order proposals must be submitted by the Contractor and Subcontractor on a Change Order Proposal Worksheet form approved by the University. Contractor Change Order Proposal Worksheet (incorporated herein by reference and attached hereto as Attachment E) and Subcontractor Change Order Proposal Worksheet (incorporated herein by reference and attached hereto as Attachment F).

11.6. If unit prices are not applicable and the parties cannot agree upon a lump sum, the University may direct the Architect/Engineer to order that the work be done by issuing the Contractor a Change Order. The University and the Architect/Engineer shall determine what they believe to be fair and equitable compensation for the Contractor, in accordance with the provisions specified above for change orders. The Contractor then must proceed with the work. However, the Contractor may do so "under protest" and make a claim for an increase in the Contract Amount and/or Time, as specified below.

11.7. If the Contractor wishes to make a claim for an increase in the Contract Sum, because of damage the Contractor feels has been incurred as a result of changes in the Work ordered by the University, the Contractor shall give the Project Coordinator written notice thereof within seven (7) Calendar Days after the occurrence of the event giving rise to such a claim. No such claim shall be valid unless the notice is in writing. The Contractor shall then file, with the Project Coordinator, daily itemized statement of what the Contractor believes is the actual cost of the work ordered to be performed.

11.8. The provision stated above, shall not affect the power of the Contractor to act in case of an emergency posing a threat of injury to persons, or damage to the Work or property. Subsequent to the action taken by the Contractor; the Project Coordinator shall issue a change order in the amount the Contractor adjudges to be the reasonable cost of such work.

## 12. **DELETED WORK**

12.1. Without invalidating any of the terms of the Contract, the University may order deleted from the Contract any items or portions of the Work deemed unnecessary by the University.

12.2. The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of **Article 11.5.2** or in the event none of the provisions of **Article 11.5.2** are applicable than by the value as estimated by the University.

13. **MATERIALS: STANDARDS, EQUALS & SUBSTITUTIONS.** Contractor shall guarantee the goods and services against defective material or workmanship and to repair any damage or marring occasioned in transit or replace them, at the University's option.

13.1. Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

13.2. Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the University for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the University as an exception.

13.3. Written requests for any Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Project Coordinator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the University. Written requests for the substitution of a proposed Equal to a specified item must be made within thirty (30) Calendar Days of the University's issuance of a Purchase Order. No substitution will be considered after the thirty day time period.

13.4. Contractor shall submit each request for Equal or Substitution to the Project Coordinator who shall review each request and make the following recommendations to the University:

13.4.1. Acceptance or non-acceptance of the adequacy of the submission and required back-up,

13.4.2. Determination of the category of the request for Substitution or Equal, and

13.4.3. Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the University.

13.5. Approval of the University, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the University, in this regard, shall be final and binding on the Contractor.

- 13.6. No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the University when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.
- 13.7. If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.
- 13.8. The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.
- 13.9. All products and systems supplied to the State as result of a purchase by a contractor shall be certified that, to the best of the supplier's knowledge there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead and other materials that have proven to cause a health risk by their presence.

#### **14. INSPECTION AND TESTS**

- 14.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to, all inspections and testing as required by the University and/or any authorities having jurisdiction.
- 14.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the University at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the University except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The University will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the University.
- 14.3 Without additional cost to the University, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.
- 14.4 If, at any time before Final Completion and Final Acceptance of the Work, the University considers it necessary or advisable to examine any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the University, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the University whether or not it is found to be defective, the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the

defective work, including labor, material, and testing, re-testing or re-inspecting, services of required consultants, additional supervision, the University's and the Project Coordinator's administrative costs, and other costs for services of other consultants.

## 15. **ROYALTIES AND PATENTS**

- 15.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the University.
- 15.2 The Contractor shall indemnify and hold harmless the University, Project Coordinator, and the State of Connecticut for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

## 16. **LICENSES, PERMITS AND REGULATIONS**

- 16.1 All work performed under this contract shall be carried out only by the, Contractor, Subcontractors and/or workmen who possess, at the time the bid is submitted, and for the entire duration of the project, a valid trade license, specific to the trade performed, issued by the State of Connecticut Department of Consumer Protection in accordance with Conn. Gen. Stat. §§ 20-330 through 20-334, as amended, and with the pertinent regulations and requirements of the Occupational and Professional Licensing Division of the State of Connecticut Department of Consumer Protection
- 16.2 The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.
- 16.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.
- 16.4 If underground utilities may involve part of the Work, the Contractor shall obtain the services of a qualified underground utility locating firm, at no cost to the University, to verify locations of underground utilities, to provide safety, protect the Work and protect the workmen as necessary to perform the Work.

17. **PROTECTION OF THE WORK, PERSONS AND PROPERTY.** The Contractor shall exercise all reasonable care to avoid damage to the property being made ready for the state's use, and to any and all property adjacent to any work site. Contractor shall promptly report any damage, regardless of cause, to the University. Contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's work.

- 17.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the University.
  - 17.1.1 Contractor shall be held solely responsible for any damage to existing structures, systems, equipment and/or site caused by Contractor or its employees and/or



subcontractor and shall repair or replace same to its original condition at no additional cost to the University.

- 17.2 To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.
  - 17.3 The Contractor shall take all necessary precautions for the safety of employees on the Work site and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction" a copy of which can be provided by the Project Coordinator, the standards of the Connecticut Labor Department, and the Occupational Safety and Hazard Association (OSHA).
  - 17.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the state, the Contractor, and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as (but not limited to) protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping or slipping hazards, stairways and falling materials.
  - 17.5 The Contractor shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the University by the Contractor at the commencement of the Contract.
  - 17.6 The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.
  - 17.7 The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.
  - 17.8 The Contractor shall remove all snow and ice as may be required for access to the Site and proper protection and prosecution of the Work.
  - 17.9 The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.
  - 17.10 During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the University.
18. **TEMPORARY UTILITIES.** Temporary utilities required for the completion of the project shall be provided by the University at no cost to the Contractor. Temporary utilities shall include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

## **19. CORRECTION OF WORK**

- 19.1 The Contractor shall promptly and without expense to the University remove from the premises all materials rejected by or unacceptable to the University as failing to conform to the Contract Documents, whether incorporated in the Work or not.
- 19.2 The Contractor shall promptly and without expense to the University replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.
- 19.3 If the Contractor, after receipt of notice from the University, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the University may remove and store such materials at the expense of the Contractor.
- 19.4 Such action shall not affect the obligation of the Contractor regarding replacement and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the University deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract Sum shall be reduced by such amount as, in the judgment of the University, shall be equitable.
- 19.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the University, shall be completed within 30 days of the established Substantial Completion date.
- 19.6 Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.
- 19.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within twelve (12) months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

## **20. CUTTING, FITTING, PATCHING AND DIGGING**

- 20.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the University and in accordance with the Plans and Specifications.
- 20.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the University, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

## **21. CLEANING UP**

- 21.1 The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.
- 21.2 Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish, dumpsters, and all temporary structures; tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the University in their sole discretion determines that the Contractor has failed to clean the work site, the University may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the University to recover such cost.

## **22. ALL WORK SUBJECT TO CONTROL OF THE UNIVERSITY**

- 22.1 The University hereby declares that the Project Coordinator (or the Project Coordinator's designee) is the University's only authorized representative to act in matters involving the University's ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; and act on behalf of the University.
- 22.2 In no event may the Contractor act on any instruction of the University without written consent of the Project Coordinator. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Project Coordinator.
- 22.3 In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Project Coordinator at such time and places and by such methods and in such manner and sequence as the Project Coordinator may require.
- 22.4 The Project Coordinator shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Plans, Specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.
- 22.5 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Project Coordinator objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Project Coordinator. Upon request, the Project Coordinator shall confirm in writing any oral order, direction, requirement or determination.

## **23. FOREIGN MATERIALS**

- 23.1 Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.
- 23.2 Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles of materials proposed to be used and such proposal is accepted by the University. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

## **24. HOURS OF WORK**

- 24.1 "Normal" work hours are between the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday. The Contractor shall perform all work on the project during "normal" work hours except as provided below.

- 24.2 The Contractor may work outside “Normal” work hours if, in the Contractor’s judgment, such work is necessary to meet the Substantial Completion deadline for the project. The Contractor may perform such work only with prior written consent by the University. The Contractor must notify the Project Coordinator at least 24 hours in advance of any such proposed work. The Contractor must comply with all testing, inspection, surveying and supervision requirements outlined elsewhere in these Contract Documents. The Contractor shall bear all responsibility for any costs associated with working outside normal work hours, including but not limited to, premium labor costs for workmen, University personnel, engineering personnel or test lab personnel.
- 24.3 When working outside “normal” work hours, the Contractor may not undertake any work that may disturb dormitory or neighborhood residents or occupants of adjacent buildings. The Contractor shall perform no work on any Sunday before the hour of 12:00 noon.
- 24.4 The Contractor shall inform the University, in writing, of work hours to be employed on the project in accordance with the above guidelines.

25. **DAYS OF WORK**

- 25.1 Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time.
- 25.2 Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the University.

26. **ADDITIONAL CONTRACTOR RESPONSIBILITIES**

- 26.1 Contractor shall be responsible for the entire performance under this Contract, regardless of whether the Contractor itself performs.
- 26.2 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract Documents, which representations and warranties shall survived the execution and delivery of the Contract Documents and the final completion of the Work;
- 26.2.1 That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- 26.2.2 That it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

- 26.2.3 That it is authorized to do business in the state where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Site of the Project;
  - 26.2.4 That its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporate action; and
  - 26.2.5 That its duly authorized representative has visited the Site of the Work, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.
- 26.3 Contractor shall be the sole point of contact concerning the management of this Contract, including performance and payment issues.
- 26.4 Contractor shall be solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- 26.5 The Contractor will submit a resume for the proposed Project Superintendent and all other pertinent information required to obtain the University's written approval of the Project Superintendent. The Project Superintendent will be approved by the University and will be on the Site whenever scheduled or significant work is being performed. The Contractor will not change the Project Superintendent without the written consent of the University. The Project Superintendent will attend all scheduled project meetings. The Contractor will list "Field Supervision" as a separate line item on the Schedule of Values. The University reserves the right to withhold money from the Contractor's monthly Application for Payment for any unauthorized deviation from the full-time supervision requirement set forth above.
- 26.6 The University shall closely monitor the individual actions of the Contractor's employees and Subcontractor(s) employees. Any and all instances of damage or lack of concern for state property will be aggressively investigated to determine safe methods for eliminating damage to state property up to and including the removal of the Contractor's employee or Subcontractor(s) employee responsible for the damages from the campus. The University's Police Department and Facilities Management Department shall investigate all actions involving the Contractor's and Subcontractor(s)' employees and State Property damages in accordance with this Contract. The Contractor shall be responsible for reimbursing the University for all damage caused by its and Subcontractor(s) employees.
- 26.7 Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor shall insure that all of its employees, Subcontractor(s) and subcontractor employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections.
- 26.8 Contractor is expected to understand and follow all of the University's Office of Environmental, Health and Safety policies. The Contractor is expected to meet with the Director of the University's Office of Environmental Health and Facilities Services prior to commencing work or as required.

27. **PROFESSIONAL STANDARDS.** In rendering services under this Contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Contract, the Contractor agrees to provide to the University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the Contract.

28. **GUARANTEES AND WARRANTIES**

- 28.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for a 12-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are new and of good quality, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents. Contractor shall complete and submit to the Project Coordinator a written University provided guarantee/warranty. (incorporated herein by reference and attached hereto as Attachment C).
- 28.2 Disclaimers and limitations from manufacturers, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work.
- 28.3 Contractor shall neither disclaim, exclude, nor modify the implied warranties of fitness for a particular purpose or of merchantability relating to the fulfillment of any portion of this Contract.

29. **USE OF SUBCONTRACTORS**

- 29.1 In order to complete the Work and obligations under this contract, it may be necessary for the Contractor to hire subcontractors to complete specific portions of the Work. The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.
- 29.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.
- 29.3 Contractor may enter into subcontract(s), subject to this **Article 29**, to perform the work required under this Contract. Contractor shall provide a list of all subcontractors to the University that will be used under this Contract. The Contractor shall supply the Project Coordinator with a Subcontract Agreement Form (incorporated herein by reference and attached hereto as Attachment G).
- 29.4 The use of a Subcontractor(s) shall not relieve the Contractor of any responsibility of liability under this Contract.
- 29.5 If Subcontractors are required to complete any portion of the Work under this Contract, the Subcontractor's identity and services to be rendered shall be included in this Contract and listed below. Notwithstanding the execution of this Contract prior to a specific subcontractor

being identified or specific costs being set, no Subcontractor may be used or expense under this Contract incurred prior to identification of the Subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract.

29.5.1 List of Subcontractors

No Subcontractors are required to complete the Work under this Contract.

OR

Company Name	Description of Work	Amount
--------------	---------------------	--------

- 29.6 No Subcontractor shall acquire any direct right of payment from the University by virtue of the provisions of this clause or any other clause of this Contract.
- 29.7 The Contractor shall make available copies of all subcontracts to the University upon request.
- 29.8 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: <http://www.ctdol.state.ct.us/> or the Federal List of Excluded Parties Listing System available through <http://epls.arnet.gov/> or who is party to a legal dispute with the State of Connecticut.
- 29.9 If the University or Project Coordinator has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the University or Project Coordinator has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work and is not ineligible to be contracted with, the Contract Sum shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- 29.10 The Contractor shall not substitute a Subcontractor, person or entity (including those who are to furnish materials or equipment fabricated to a special design) previously selected if the Owner or Architect makes reasonable objection to such substitution.
- 29.11 As set forth more fully in the Notice and Instructions to Bidders, if the value of the masonry, electrical, mechanical (other than HVAC) and HVAC work each exceeds \$25,000, the Contractor may be required to list the names and prices of Subcontractors for masonry, electrical, mechanical other than HVAC, and HVAC work, as well as other Subcontractors or as may be required by the Bid Documents. Substitution of a Subcontractor for one named in the Bid Document, or substitution of a Subcontractor for any designated sub trade work bid to be performed by the Contractor's own forces, shall not be permitted, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or where appropriate, Contractor's: (1) death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bonds shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a Subcontract, as set forth in the Bid Documents.

- 29.12 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 these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 29.13 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- 29.13.1 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
  - 29.13.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
  - 29.13.3 When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.
- 29.14 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- 29.15 Upon such assignment to the Owner under this **Article 29**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
- 29.16 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of his obligations to such Subcontractor.

### **30. CONTRACTOR'S STANDARDS OF CONDUCT**

- 30.1. In order to insure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community the Contractor agrees that the following items are strictly prohibited while performing services under this Contract:



- 30.1.1. Use or possession of drugs or alcohol;
  - 30.1.2. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
  - 30.1.3. Smoking in buildings;
  - 30.1.4. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
  - 30.1.5. Violation of applicable traffic or public safety regulations or of the University rules and procedures;
  - 30.1.6. Unauthorized use of The University vehicles, equipment or property;
  - 30.1.7. Use of University telephones for personal business;
  - 30.1.8. Removal or theft of University property;
  - 30.1.9. Unauthorized duplication or possession of University keys;
  - 30.1.10. Transfer of personal identification card or of parking pass to unauthorized personnel;
  - 30.1.11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
  - 30.1.12. Interference with the work of other employees;
  - 30.1.13. Work attire other than the specified uniform; and
  - 30.1.14. Loud, vulgar behavior or the use of profanity.
- 30.2. The Contractor shall be responsible for conducting a worldwide background check including social security number verification; identity check; criminal arrests, convictions, and warrants; Sex Offender Registry status; and a motor vehicle check on all individuals it plans to assign to work on the University's campus. The Contractor shall screen individuals based on the results of their background checks prior to assigning them to work on the University's campus. For those individuals whom the Contractor has assigned to work on the University's campus, the Contractor shall provide a designated University administrator with access to their background checks a minimum of two weeks prior to the beginning of their work assignments at the University.
- 30.3. Violation of Standards: Contractor will require its employees and Subcontractors to comply with the standards listed in Articles 30.1 and 30.2 above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in Articles 30.1 and 30.2 above, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Contract.
- 30.4. The University shall provide pictured identification ("ID") badges for all of the Contractor's employees. Contractor shall require their employees to wear ID badges at all times while performing services under this Contract.
- 30.5. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall also provide proper additional training for those employees who exhibit poor understanding or implementation of proper procedures.
- 30.6. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with University personnel. This minimum language competency is essential to permit discussion of University concerns and requirements and to understand the proper instructions in all situations.

31. **CONTRACT DURATION.** This Contract begins when this Contract is approved by the Office of the Attorney General, and remains in effect until (DATE) to allow for the resolution of any unforeseen issue or subsequently identified Work which may be required to achieve completion of this project or any ancillary item or issue related thereto.
32. **CONTRACT TIME FOR SUBSTANTIAL COMPLETION OF WORK**
- 32.1 Contractor is expected to perform work within five (5) calendar days of receipt of executed Agreement and continue until Substantial Completion of the Project has occurred. Substantial completion is expected to be completed on or before (DATE).
- 32.2 With approval by the University the Contractor may be allowed to begin work prior to (DATE) (hereinafter "Project Start Date").
33. **COSTS AND SCHEDULE OF PAYMENTS.** Contractor will be paid according to the following schedule upon receipt of properly executed and approved invoices and in accordance with the process detailed below. Contractor was awarded this Contract based on a base bid of (BASE BID AMOUNT). It should be the intent of the Contractor to complete the Project at the base bid price. If Change Orders are required the Contractor agrees that total payments made to the Contractor including all Change Orders will not exceed (TOTAL AMOUNT 10% above base bid). If a Change Order exceeds the maximum amount of (10% above base bid) the Agency must receive approval by the state of CT's Department of Construction Services ("DCS") and the new maximum amount shall be set forth in a formal written amendment to the Contract executed by both parties and approved by the Office of the Attorney General. Contractor to submit invoices to the University representative identified in Article 2.2.1 and upon approval by the University payment shall be made to the Contractor by way of check or Automated Clearing House (ACH).
- 33.1 Schedule of Values. Within five (5) days of issuance of the Purchase Order, as a basis for estimating partial payments, the Contractor shall furnish for the approval of the Project Coordinator, an accurate and certified Schedule of Values, broken down into quantities and unit costs for the various parts of the Work. The breakdown shall include a complete definition of all activities, systems and components that form the project. The use of Lump Sum or grouping of activities shall not be allowed without the written consent of the Project Coordinator. It shall be Computer Aided Design (CAD) generated, in a format provided by the Project Coordinator, divided as may be directed and it shall aggregate the total sum of the Contract. The Contractor shall also be required to submit the original and revised schedule in electronic format to the Project Coordinator. If requested, the Contractor shall submit evidence supporting this Schedule.
- 33.2 Partial Payments/Retainage. The Contractor shall submit a requisition for partial payment on the last day of each month, for the preceding month. The Contractor's requisition for partial payment shall be on (2) two original and notarized AIA forms G701 and G702, submitted to the Project Coordinator. It shall be subdivided into items corresponding with the items listed on the approved Schedule of Values. Requisitions for partial payment will not be processed until the Schedule of Values has been approved.
- 33.2.1 The Project Coordinator will make a check of the Contractor's monthly requisitions for partial payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the Site and the amount of Work performed on the Contract.

33.2.2 Retainage: In making such partial payments for the Work, a sum equal to seven and one-half percent (7.5%) of the estimated amount of each payment shall be deducted and retained by the University until the Project is fifty (50%) completed to a degree acceptable to the University. Once fifty (50%) of the Project has been completed the retainage amount deducted and retained by the University for additional partial payments for Work shall be reduced to five (5%) of the estimated amount of each payment.

34. **DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS AND SUPPLIES**

34.1 For each requisition for partial payment under this Contract, the University reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the University, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

34.2 Failure to comply with this requirement may result in the University withholding payment pursuant to **Article 37**.

35. **COMPLETION AND ACCEPTANCE**

35.1 Substantial Completion:

35.1.1 Punch List: When the Contractor believes that the Work, or a portion of the Work that the University has agreed to accept separately, is substantially complete, the Contractor shall compile a punch list of items yet to be completed or corrected for that portion of the Work. The Contractor shall submit its punch list to the Project Coordinator with a letter requesting that the Project Coordinator accept that portion of the Work on behalf of the University, for substantial use. Failure to include an item on its punch list shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

35.1.2 Should the Project Coordinator conclude that the punch list is incomplete or that the Work is not yet complete enough to be considered for substantial use, the Project Coordinator shall so notify the Contractor. Should the Project Coordinator, conclude that the Work is sufficiently complete to warrant an inspection; such inspection shall be made.

35.1.3 Subsequent to performing the Inspections for Substantial Completion, the Project Coordinator shall provide the Contractor with copies thereof. The Contractor shall promptly complete or correct all items listed thereon as required to bring them into accordance with the Contract Documents.

35.1.4 When the Project Coordinator believes that the Work or designated portion thereof, is sufficiently complete to allow the University to occupy or to utilize it for its intended use, the Project Coordinator shall issue the Certificate of Substantial Completion for signature. The Certificate may be conditional, in which case it shall have a list of outstanding items to be completed or corrected attached to it. The Certificate shall establish the Date of Substantial Completion. Guaranties and warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or portion thereof, unless specified otherwise in the Certificate.

- 35.1.5 Subsequent to the signing of the Certificate of Substantial Completion, the Contractor may request on its application for partial payment, a reduction in the retainage withheld for the Work or portion thereof, stated in the Certificate. The amount of the reduction in the retainage is subject to the approval of the Project Coordinator.
  - 35.1.6 "Certificate of Substantial Completion" is (incorporated herein by reference and attached hereto as Attachment D).
- 35.2 Final Inspection:
- 35.2.1 When the Contractor believes that all the items specified in the Inspection(s) for Substantial Completion have been completed or corrected and are in accordance with the Contract Documents, the Contractor shall submit a written request to the Project Coordinator, to perform Final Inspections of the Project.
  - 35.2.2 Should the Project Coordinator conclude that the Work is not yet complete, they shall so notify the Contractor. Should the Project Coordinator conclude that the Work is sufficiently complete to warrant an inspection; they shall make such inspections.
  - 35.2.3 Should the Project Coordinator find that portions of the Work are not in accordance with the Contract Documents, whether they were discovered on an earlier inspection or not, they shall so notify the Contractor. The Contractor shall promptly complete or correct all such items as required to bring them into accordance with the Contract Documents. The Contractor shall then request that the Project Coordinator perform another inspection. This procedure shall be repeated until there are no remaining items that are not in accordance with the Contract Documents. At this time the Project Coordinator shall issue a written Certificate of Compliance to the Contractor.

**36. FINAL PAYMENT/PAYMENT OF RETAINAGE**

- 36.1 Subsequent to the receipt of the Certificate of Completion, the Contractor may submit its Final Request for Partial Payment to the Project Coordinator. The Contractor shall clearly identify the submittal as being its Final Request for Partial Payment. The following shall accompany this request.
  - 36.1.1 Completed "Building Contractor Reporting Form" (incorporated herein by reference and attached hereto as Attachment A) for the General Contractor and each Subcontractor on the project.
  - 36.1.2 An affidavit from the Contractor that all payrolls, bills for materials and equipment, subcontracts and other indebtedness connected with the Work for which the University may be responsible, have been paid.
  - 36.1.3 Consent of Surety, if any, to final payment.
  - 36.1.4 If so requested by the University, other data establishing payment of obligations, such as receipts, releases and waivers of liens,
  - 36.1.5 A "Certificate of Compliance" (incorporated herein by reference and attached hereto as Attachment B) certifying that the Project was built in accordance with the Plans, Specifications and approved Change Orders, and that the Project is in substantial compliance with all applicable codes as required by Chapter 541 of the Connecticut General Statutes.

- 36.2 The University reserves the right to retain for a period of thirty (30) days after the filing of the Final Request for Partial Payment, the amount therein stated, less all prior payments and advances to the Contractor.
- 36.3 All prior payments, including those relating to additional work, shall be subject to correction by this payment, which is throughout this Contract called the "Final Payment."
- 36.4 The acceptance by the Contractor of the Final Payment shall constitute a release by the Contractor, of all claims against the University in connection with the Contract. No payment, final or partial, shall act as a release to the Contractor or its sureties, from any obligations under this Contract.

**37. THE UNIVERSITY'S RIGHT TO WITHHOLD PAYMENTS**

- 37.1 The University may withhold a portion of any Payment due the Contractor that may, in the judgment of the University, be necessary:
  - 37.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.
  - 37.1.2 To protect the University from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.
  - 37.1.3 To protect the University from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.
- 37.2 The University shall have the right to apply any amount withheld under this section as the University may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.
- 37.3 The University has the right to withhold payment if the Contractor fails to provide accurate submissions of Submittals, update the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, Change Order log, certified payrolls (if applicable), and daily reports and all other requirement of the Contract Documents.
- 37.4 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Project coordinator:
  - 37.4.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the University or Owner, or the University's property or Owner's property, might be responsible or encumbered (less amounts withheld by the University have been paid or otherwise satisfied),
  - 37.4.2 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 University,
  - 37.4.3 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,
  - 37.4.4 Consent of surety, if any, to Final Payment and

37.4.5 If required by the University, 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 University.

37.5 If a Subcontractor refuses to furnish a release or waiver required by the University, the Contractor may furnish a bond satisfactory to the University to indemnify the University against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the University all money that the University may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

38. **STANDARD WAGE RATES.** This Contract shall be subject to Conn. Gen. Stat. § 31-57f regarding Standard Wage Rates for Certain Service Workers. Hourly rates may change only as a result of increases in Standard Wage Rates.

38.1 The Contractor shall post at conspicuous points on the Site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

39. **LIQUIDATED DAMAGES.**

39.1 The Contractor shall be liable for liquidated damages in the amount of THREE HUNDRED (\$300.00) DOLLARS FOR EACH CALENDAR DAY beyond the Project's Substantial Completion date.

39.2 The Liquidated Damages or any portion thereof may be waived at the sole discretion of the University, as warranted/applicable.

39.3. Any delays that are not the responsibility of the Contractor will be considered in the interpretation and application of this Article. Both parties understand and agree that possible delays can occur due to (but not limited to) University-responsible portions of the project, special-order items where the delay is out of the control of the Contractor, and similar items beyond the Contractor's control.

39.4 No payment by the University, either partial or final, shall be construed to waive the University's right to seek liquidated damages.

39.5 In the event a court determines that the Contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the University and the University shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the University from entering into or proceeding with the Contract herein, the University shall not be liable for any damages arising out of or relating to the award of such Contract which Contractor may have incurred as a result of the injunction.

40. **STATE LIABILITY.** The State shall assume no liability for payment of services under the terms of this Contract until the Contractor is notified that this Contract has been accepted by the University and approved by the State's Office of the Attorney General.

41. **CONTRACT ASSIGNMENT**

- 41.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the University.
- 41.2 No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

**42. UNIVERSITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

- 42.1 The University has the right to stop the Work or terminate the Contract:
  - 42.1.1 If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors.
  - 42.1.2 If a receiver or liquidator shall be appointed for the Contractor or for any of its property and shall not have been dismissed within twenty (20) days after such appointment; or the proceedings in connection therewith shall not be stayed on appeal within the said twenty days.
  - 42.1.3 If the Contractor shall refuse or fail, after notice of warning from the Project Coordinator, to supply enough properly skilled workmen or specified materials to complete the Work within the specified period of time.
  - 42.1.4 If the Contractor shall refuse or fail to prosecute the Work or any part thereof, with such diligence as will insure its completion within the period of time herein specified, or any duly authorized extension thereof, or the Contractor shall fail to complete the Work within the specified period of time.
  - 42.1.5 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the Work.
  - 42.1.6 If the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Project Coordinator, or otherwise be guilty of substantial violation of any provisions of this Contract.
  - 42.1.7 The University shall have the authority to suspend the Work wholly or in part, for such period or periods as the University considers to be in the best interests of the University and/or the State, or in the interests of public necessity, convenience, or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.
    - 42.1.7.1 If the University, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation is due as a result of such suspension or delay, the Contractor shall submit to the University in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.
    - 42.1.7.2 The University shall evaluate any such requests received. If the University agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers,

or Subcontractors, and was not caused by weather, then the University will make a reasonable adjustment, excluding profit, of the Contract terms. The University will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the University deems warranted.

42.1.7.3 No contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

42.1.7.4 No contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under some other term or condition of this Contract.

42.1.8 Notwithstanding any provision or language in the Contract to the contrary, the University may terminate the Contract whenever the University determines at their sole discretion that such termination is in the best interests of the University and/or the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

42.1.9 In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the University, however, no claim for lost overhead or profits shall be allowed.

42.1.10 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the University, and that are not incorporated into the Work, shall, at the option of the University, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the University, as shown by actual cost records.

42.1.11 Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

42.1.12 The University may then, without prejudice to any other rights or remedy it have, subsequent to SEVEN (7) DAYS WRITTEN NOTICE to the Contractor, terminate the employment of the Contractor and its right to proceed. The University may then take possession of the Work and complete the Work by contract or otherwise, as the University may deem expedient.

42.2 Notwithstanding any provisions in this Contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, terminate the contract in accordance with the following breach provision.

42.2.1 Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature



of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- 42.3. The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the University all records. The records are deemed to be the property of the University and the Contractor shall deliver them to the College/University no later than thirty (30) days after the termination of the Contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 42.4. Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 42.5. The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this Contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- 42.6. For breach or violation of any of the provisions in the section of the Contract concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- 42.7. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 42.8. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the University.

#### 43. **INDEMNIFICATION**

- 43.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- 43.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 43.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- 43.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- 43.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the University prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Work until the delivery of these three (3) documents to the University. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

43.6 This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

#### **44. CONTRACTOR'S INSURANCE**

44.1 In accordance with Article 43.5, the Contractor shall not commence Work under this Contract until the Contractor has filed, with the Business Office of the University, a Certificate of Insurance, executed by an insurance company approved by the University and on the form provided by the University, stating that with respect to the Contract awarded, the Contractor carries insurance in accordance with the following requirements and stipulations.

##### 44.1.1 Commercial General Liability Insurance:

44.1.1.1 With respect to the operations it performs and also those performed for it by subcontractors, the Contractor shall carry commercial general liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. Limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. If underground work is to be undertaken, policy shall have coverage for and exclusions removed for "x, c and u". Products and completed operations insurance for ongoing and completed operations shall be maintained for a period of three (3) years after completion. Coverage shall be on a primary basis.

##### 44.1.2 Automobile Liability Insurance:

44.1.2.1 The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project; said insurance shall provide coverage of at least \$1,000,000 for each accident or occurrence resulting in damages from:

- (1) bodily injury to or death of persons and/or
- (2) destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

##### 44.1.3 Workers' Compensation Insurance

44.1.3.1 With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor and each such subcontractor shall carry Workers' Compensation as required by State Statute and Employers' Liability with a limit not less than \$100,000 per occurrence, \$500,000 disease policy limit, and \$100,000 disease each employee.

44.1.4 Umbrella Policy: In addition, Contractor shall provide an umbrella policy providing in excess of the underlying Commercial General Liability, Automobile Liability and Workers' compensation insurance above, with a minimum limits of two million dollars per occurrence or four million dollars aggregate.

44.1.5 Builder's Risk Insurance: The Contractor shall provide "Fire and Extended Coverage" on a percent basis, (Completed Value Form), on the insurable portion of the entire Project. The policy shall specifically state that it is for the benefit of and

payable to, the State of Connecticut, Western Connecticut State University, the contractor and all persons furnishing labor or labor and materials for the Work, as their interests may appear.

- 44.1.6 Waiver of Governmental Immunity: Unless requested otherwise by the State of Connecticut, the Contractor and its insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State. The contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- 44.1.7 The Contractor shall keep all the required insurance in continuous effect until the University determines that the Contractor has fulfilled all of its obligations under the Contract.
- 44.1.8 Compensation: There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.
- 44.1.9 Deductible Clause: Insurance contracts required under this section shall not contain a deductible clause.
- 44.1.10 Additional Insured: On all insurances specified herein, the State of Connecticut and Western Connecticut State University, shall be named as additional insured parties on all liability policies.

45. **SOVERIGN IMMUNITY.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

46. **CLAIMS AGAINST THE STATE.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

47. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Contract and which in any manner affect the Work or its conduct.

48. **NONDISCRIMINATION**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

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

blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract 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. 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 C.G.S. § 46a-56, as amended; 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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their

sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. 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 C.G.S. § 46a-56 as amended; 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.

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

50. **CAMPAIGN CONTRIBUTION RESTRICTIONS.** For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

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

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

51. **SEVERABILITY.** If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

52. **LEGAL FORCE AND EFFECT.** This Contract shall have no legal force and effect until it is approved as to form and signed by Office of the Attorney General of the State of Connecticut. The State shall assume no liability for performance of services under the terms of this Contract until the Contractor is notified by the University that this Contract has been approved.

**The Contractor:**  
**(Contractor's Name)**

**Western Connecticut State University:**  
Statutory Authority: Conn. Gen. Stat. §10a-151b

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of the Attorney General**

This Agreement is based on a form agreement which, having been reviewed and approved by the Office of the Attorney General is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities and the OAG dated July 18, 2019. If this Agreement contains modifications to that form agreement, the Office of the Attorney General must review and approve the Agreement as to form.

**OR**

**Office of the Attorney General** *approved as to form:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_