

REQUEST FOR PROPOSALS

REPLACEMENT OF ROOF TOP UNITS At

LEWIS MILLS HIGH SCHOOL HAR-BUR MIDDLE SCHOOL

DATE OF ISSUANCE: October 4, 2023

Regional School District #10
Burlington & Harwinton, Connecticut
Board of Education Building Committee
24 Lyon Road
Burlington, CT. 06013

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LEGAL NOTICE – INVITATION TO BID
Regional School District # 10
Replacement of Roof Top Units

On behalf of Regional School District #10 (“Reg. 10”) Regional School District #10 Board of Education Building Committee (“Reg. 10 BC”) is requesting proposals from qualified contractors to provide all services for the removal and replacement of four (4) HVAC Roof Top Units (“RTU”) at the Lewis S. Mills High School and Har-Bur Middle School (the “Project”), located at 24 & 26 Lyon Rd., Burlington CT. (“the “Premises”). Sealed bids for the Project must be received. at the Central Office, 24 Lyon Rd., Burlington CT (Attention: Pete Marenna), no later than 11:00A.M. on November 8 , 2023, after which time the bids will be publicly opened in the Central Office Conference Room. Bid submissions must be delivered in hard copy by mail or hand delivery. Faxed or emailed submissions will not be accepted.

The Project will include the following: the removal and replacement of RTUs, 21, 23, 30 and 36.

This Invitation to Bid, Instructions to Bidders, Drawings, Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the State Contracting Portal at <http://das.ct.gov>, and the Region 10’s website www.region10ct.org.

Each Bid must be accompanied by a bid security in the form of a Bid Bond, certified in an amount not less than 10% of the base bid except as otherwise expressly provided in the Instruction to Bidders. The successful bidder will be required to provide performance and labor and material payment bonds in the full amount of the agreed contract price.

Bidders are further advised that the Project is being funded through the American Rescue Plan Relief funds. Accordingly, the Davis-Bacon and Related Acts apply to contractors and subcontractors performing services. See, <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Prevailing wages are required on this Project pursuant to either the Davis-Bacon and Related Acts, as amended or Connecticut General Statutes Section 31-53 (a) through (h), as amended (together referred to as the “Departments of Labor”), whichever is higher.

A **mandatory pre-bid meeting** will be held at the Central Office Conference Room at 10:00 A. M. on October 13, 2023.

Reg. 10 reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by Reg. 10 BC, in its discretion, to be in the best interest of Reg. 10. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of Reg. 10 BC, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of Reg. 10 BC to reject any and all Bids, in whole or in part.

INSTRUCTIONS TO BIDDERS

PART 1 – PROJECT DESCRIPTION AND SCHEDULE

1.1 Project Description:

The Project entails the removal and replacement of roof top units at the Lewis Mills High School & Har-Bur Middle School premises, located at 24 & 26 Lyon Rd., Burlington CT. 06013. The scope of Work for the Project will include all, materials, labor, services, equipment, systems, machinery and controls as described in, and as may be reasonably inferable from the following:

- The Bid Documents.
- The Region 10 School Commissioning and Ventilation System Assessment dated September 19, 2022, prepared by Consulting Engineering Services, LLC.

The Electrical, Structural, and Mechanical drawings used for the bidding process, located at:

www.region10ct.org/district-information/bid-proposal-documents

- Attachment 8 – Scope of Work.

The RTUs to be removed and replaced are as follows:

- a. 1- RTU # 21 - Trane Model # TCD211B30ADC / Serial # L22103497D
- b. 1- RTU # 23 - Trane Model # TCD151B30ADB / Serial # L22103494D
- c. 1 - RTU # 30 – Model # 50DJ-028-A600-B-1 / Serial # 4192F20987
- d. 1 - RTU # 36 – Model # 50DJ-024-A600-B-1 / Serial # 4192F20993

- a. Due to experience with existing building systems, Reg. 10's prefers the following contractors to be subcontractors to the Contractor:

- a. Turri-Masterson Electric, Torrington, CT -- Electrical
- b. Impact Fire Services, Torrington, CT – Fire Protection Installer
- c. TRANE, INC., Rocky Hill, CT – for integration of new TRU's to existing Trane Tracer SC + front end

1.2 Project Schedule

It is anticipated that the successful Bidder will be required to commence work on or about June 19, 2024 and achieve substantial completion of the Project no later than August 21, 2024.

PART 2 – GENERAL INFORMATION

2.1 Definitions

- A. Addenda/Addendum: Written material which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Base Bid Amount: the total sum for which the Bidder offers to perform the Work described in the Bidding Documents.
- C. Bid: the complete submission provided by a Bidder in response to the Invitation to Bid.

- D. Bid Form: the form to be submitted by each Bidder attached hereto as Attachment 1.
- E. Bidder: a person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- F. Bidding Documents shall include all of the documents listed on Attachment 2.
- H. Bid Timeline: The dates applicable to this solicitation and the Bid submission process in connection with the Invitation to Bid and set forth in Section 5.1 of these Instructions to Bidders.
- I. Contract: the Contract for work to be performed entered into by Reg. 10 and the Contractor for the Project.
- J. Contract Documents: All of the documents identified as Contract Documents in the Form of Contract for Construction and such other documents as may be identified as Contract Documents in the Contract.
- K. Contract Price: The Contract Sum set forth in the Contract.
- L. Contractor: the successful Bidder selected by Reg.10 BC for the Project in connection with this Invitation to Bid.
- M. Invitation to Bid: Legal Notice-Invitation to Bid included in this Request for Proposals.
- N. Submission Deadline: the date and time by which all Bids must be submitted as set forth in Section 5.1 of these Instructions to Bidders.
- O. Submission Documents: the documents required to be submitted as part of the Bid listed on Attachment 3.

2.2 Bidding Documents

- A. Bidding Documents will be posted on the Department of Administrative Services (DAS) website www.das.ct.gov located under the State Procurement Marketplace, State Contracting Portal. Bidding Documents will also be available on Reg. 10's website www.region10ct.org.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Reg. 10 BC does not assume any responsibility for errors or misinterpretations resulting from a Bidder's use of incomplete sets of Bidding Documents.
- C. Reg. 10 BC reserves the right to amend the Bidding Documents by issuance of Addendum if the Reg. 10 BC deems it to be necessary, appropriate or otherwise in the best interest of Reg. 10.

2.3 Requests for Information/Clarification

- A. Any ambiguities or inconsistencies in the Bidding Documents of which a Bidder becomes aware and all requests for clarification and interpretation of Bidding Documents shall be emailed to Pete Marenga at MarengaP@region10ct.org no later than **October 18, 2023 at 3:00 P.M.**
- B. No interpretation of any part of the Bidding Documents shall be provided to a Bidder verbally and only written interpretations posted on the State Contracting Portal and Reg. 10 website www.region10ct.org. All responses to requests for clarification or interpretation and all addenda and amendments to the Bidding Documents will be posted on the State Contracting Portal and Reg. 10 website. **Bidders are strongly encouraged to periodically access the State Contracting Portal and Reg. 10 website for updates and information related to this solicitation.**
- C. Reg. 10 reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the solicitation and selection process.

2.4 Substitutions

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered unless the written request for approval of such substitution has been

received by Reg. 10 by the date for substitution requests stipulated in the Bid Timeline, as it may be extended by Addendum in the discretion of Reg. 10 BC. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for a thorough evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. Reg. 10BC's decision to approve or disapprove a proposed substitution shall be final.

- C. If Reg. 10 approves a timely submitted request for a substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

2.5 Addenda

- A. Addenda will be issued by end of day on October 25, 2023 in accordance with the Bid Timeline (as it may be adjusted in the discretion of Reg. 10 BC).
- B. Each Bidder shall confirm in writing as required on the Bid Form submitted as part of its Bid that the Bidder is aware of and has reviewed all Addenda issued.

2.6 Bid Security

- A. Except as otherwise provided in subparagraph B below, each Bid must be accompanied by a bid bond in the form attached hereto as Attachment 4 in an amount equal to Ten Percent (10%) of the Base Bid Amount associated with such Bid.
- B. If the Bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may, in lieu of providing a Bid Bond provide a letter of credit in an amount equal to Ten Percent (10%) of the Base Bid Amount if the Base Bid Amount is less than One Hundred Thousand Dollars (\$100,000) and an amount equal to Twenty-Five Percent (25%) if the Base Bid Amount exceeds One Hundred Thousand Dollars (\$100,000.00).
- C. Failure of the Contractor to execute the Contract in accordance with its Bid shall result in the forfeiture of the Contractor's bid security.

2.7 Performance and Payment Bond Requirements

- A. The Contractor will be required to provide Performance and Labor and Material Payment Bonds in an amount not less than 100% of the Contract Price.
 - 1. The bonds must be issued by a surety rated A minus or better by A.M. Best and listed on the U.S. Department of Treasury's Listing of Approved Sureties. The bonds must be submitted to Reg. 10 BC prior to or upon the execution of the Contract. The cost of such bonds shall be separately identified on the Bid Form but included in the Base Bid Amount. The bonds shall comply with the following requirements:
 - a. It is preferred that the bonds be written on the AIA Document 312 forms. Both bonds shall be written in the full amount of the Contract Price.
 - b. The bonds shall be dated the same date as the Contract.
 - c. Reg. 10 shall be named as the obligee on all bonds provided for the Project.
 - d. The bonds shall contain the following provision: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut general statutes in the requisite classification and has the aggregate work capacity rating and single project limit

necessary to complete the contract”.

- e. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- B. Each Bidder shall furnish with its Bid, satisfactory evidence from its surety of such Bidder’s ability to obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid Amount.
- C. Performance and Labor and Material Payment Bonds will be required from all subcontractors, except that in accordance with Connecticut General Statutes Sections 49-41, et. seq., the following restrictions apply:
 - 1. A Payment Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than One Hundred Thousand Dollars (\$100,000.00).
 - 2. A Performance Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than Fifty Thousand Dollars (\$50,000.00).

2.8 Insurance Requirements

- A. The Contractor shall submit evidence of compliance with the insurance requirements set forth on Attachment 5 when and as provided in such Attachment.
- B. The cost of the required insurance to the extent attributable to the Project shall be separately identified on the Bid Form but included in the Base Bid Amount.

2.9 Prevailing Wage Requirements

- A. Prevailing wages are required on this Project in accordance with the rates attached hereto as Attachment 6, pursuant to either the Davis-Bacon and Related Acts, as amended or Connecticut General Statutes Section 31-53 (a) through (h), as amended, whichever is higher. For further information on prevailing wage requirements, visit the U.S. Department of Labor’s and the Connecticut Department of Labor’s website.
- B. The Contractor and each subcontractor shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.
- C. Wage Rates will be posted each July 1st on the Departments of Labor websites: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> and <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Such prevailing wage adjustments shall not be considered a matter for any contract amendment or adjustment to the Contract Price.
- D. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly by the Contractor to Reg. 10 BC and certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Application for Payment submitted by the Contractor, covering all activities relating to such Application for Payment. Contractor shall provide pay scale verification as may be required by the U.S. Department of Labor or the Connecticut Department of Labor, whichever is higher.
- E. Each Bidder shall confirm prior to submission of its Bid that the Bidder is carrying in its Bid and Base Bid Amount the proper trade classification for all work required for the Project including composite crews of different trade classifications if needed, as required by the Departments of Labor and/or union agencies if applicable.
- F. Forms and additional information can be found on the Departments of Labor’s websites.

2.10 Non-Resident Contractors

- A. Any Bidder that is a Non-Resident Contractor shall be prepared, if identified as the successful Bidder, shall be required to provide upon award of the Contract a certificate from the Connecticut Commissioner of Revenue Services which evidences that the Bidder has complied with the requirements of Connecticut General Statutes §12-430(7). For further information, contact the Connecticut Department of Revenue Services.

2.11 Incurring Cost

- A. Each Bidder is solely responsible for any and all costs and expenses incurred in the preparation and submission of its Bid.

PART 3 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

3.1 Non-Discrimination in Employment

- A. The Contractor and all subcontractors and suppliers, shall be subject to, and shall comply with requirements of all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment including, without limitation, those set forth below (“Non-Discrimination Requirements”).

CGS §4a-60:

- (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The contractor agrees to comply with each provision of this section and [sections 46a-68e and 46a-68f](#) and with each regulation or relevant order issued by said commission pursuant to [sections 46a-56, 46a-68e, 46a-68f and 46a-86](#); and

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

(b) 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 project.

CGS §4a-60a:

(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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

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

It shall be the responsibility of each Bidder to be familiar with and knowledgeable about the Non-discrimination Requirements.

- B. The Contractor may be required to undergo a pre-award compliance review for the purpose of ascertaining whether, in the opinion of Reg. 10 BC the Contractor is willing and/or capable of complying with the Non-Discrimination Requirements.
- C. Set-Aside Participation: The Project is subject to contract compliance requirements mandated by Sections 4a-60 and 4a- 60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- D. Each Bidder must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to Reg. 10 BC. Bids not including this form will be considered nonresponsive and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Nondiscrimination Certification: Prior to the execution of the Contract, the Contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a- 60a(a)(1), as amended. This Certification form can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- F. Bidders are advised that the Reg. 10 BC has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors for the Project. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO

detailing their good faith efforts and processes for selecting these MBE/SBE companies as required under Connecticut General Statutes §4a-60g.

- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. Reg. 10 is an Affirmative Action Equal Opportunity Employer.

3.2 Whistleblower Protection

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

3.3 Freedom of Information Requirements

- A. Contractor acknowledges that Reg. 10 is a "public agency" for the purposes of the Connecticut Freedom of Information Act (the "FOIA") and that information relating to Contractor and its affairs received or maintained by Reg. 10, either directly or through Reg. 10, shall constitute "public records or files" for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Reg. 10.

PART 4 – GENERAL AND SPECIAL CONDITIONS

4.1 Taxes:

- A. Tax Exempt Project: The Project is tax exempt. A certificate of tax exemption will be provided by Reg. 10 BC to the Contractor. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Contractor is responsible.

4.2 Contract

- A. Form of Contract: Reg. 10 intends to use the Form of Contract, modified as appropriate to incorporate the acceptable terms of the Contractor's Bid, as the Contract for the Project. In a from. Contractor agrees to execute the contract within five days after presentation by Reg. 10 BC to the Contractor and agrees that the provisions of the Contract shall be included in each subcontract issued by the Contractor for the Project, with the applicability of terms to be adjusted appropriately. Notwithstanding the foregoing, Reg. 10 reserves the right to modify the terms and conditions of the Form of Contract (and the Contract) prior to execution of the Contract as deemed by Reg. 10 to be in the interest of Reg. 10

4.3 Miscellaneous:

- A. OSHA Training: Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the

state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least One Hundred Thousand Dollars (\$100,000), shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. It is required that all on-site workers hold current OSHA 10-hour training certifications.

- Waste Disposal: Contractor will be responsible for removal and legal disposal of all construction waste/debris generated by the Project including dumpsters.
- Hours of Operation: The normal hours of work on the Project site shall be 7:00am until 3:30pm unless other arrangements are made in advance with the Owner.

PART 5 – BID TIMELINE, PROCEDURES AND SUBMISSION REQUIREMENTS

5.1 BID TIMELINE

Bidding Documents Available
October 4, 2023 at 3:00 P.M.

Mandatory Pre-Bid Conference
October 13, 2023 at 10:00 A.M.
Meet at Central Office Conference Room

Deadline for Submission of
RFI/Clarifications/Request for
Substitutions
October 18, 2023 at 3:00 P.M.

Deadline for issuance of Addenda
October 25, 2023 at end of business day

Bid Submission Deadline (and Bid
Opening)
November 8, 2023 at 11:00 A.M.
Central Office Conference Room

Contract Award (on or about)
November 15, 2023

Start Construction (on or about)
June 19, 2024

Reg. 10 shall be entitled to adjust/extend the above dates and times as best serves the interests of Reg. 10. Any such adjustment/extension will be set forth in an Addendum and posted on the State Contracting Portal.

5.2 Pre-Bid Conference

A **mandatory** pre-bid meeting will be held with all prospective Bidders at the Central Office Conference Room of Lewis Mills High School on **October 13, 2023 at 10:00 A.M.** Bids will not be accepted from any Bidder that fails to attend such meeting.

5.3 Preparation and Submission of Bid

A. The form and style of Bids must conform to the Bid Form.

1. Bids shall be submitted on the Bid Form without modifications, revisions, conditions or deletions thereto except for the purpose of inserting information requested of the Bidder per the Bid Form. Modifications, revisions, conditions or deletions may be grounds for rejection of the Bid.
2. Each Bidder shall provide all requested information and completely fill in all blanks on the Bid Form using a typewriter or printed in ink. The submission of an incomplete or illegible Bid Form may be grounds for rejection of the Bid.
3. Interlineations, alterations and erasures made to the Bid Form must be clearly legible and initialed by the individual signing the Bid Form on behalf of the Bidder.
4. On each copy of the Bid Form submitted, the Bidder shall insert the legal name of the Bidder and the Bidder's current business address and telephone number for communication and notice purposes. The name and title of each person signing the Bid Form on behalf of the Bidder shall be typed or printed below the signature.
 - a. If the Bidder is a corporation, the Bid Form shall be signed on behalf of the corporation by a duly authorized officer of the corporation.
 - b. If the Bidder is a limited liability company, the Bid Form shall be signed by a duly authorized Member or Manager of the company.
 - c. If the Bidder is a partnership, the Bid Form shall be signed on behalf of the partnership by one or more duly authorized partners of the partnership.
 - d. If the Bidder is an individual, that individual shall sign the Bid Form as an individual noting, as applicable, the name under which that individual is doing business.

B. Bid Submission:

1. Each Bidder will submit One (1) original and three (3) copies of its Bid (**including the Bid Form and all other documents listed on Attachment 2) in a closed sealed envelope**. The envelope shall be addressed to Pete Marenna and shall be identified with the Project name (*Roof Top Unit Replacement at Lewis S. Mills High School /Har-Bur Middle School*), and the Bidder's name, address and telephone number. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled "SEALED BID ENCLOSED".
2. Bids may be submitted VIA: U.S. Mail, Overnight Mail or by hand delivery. Bids submitted by mail shall be addressed to:

**Central Office
24 Lyon Rd., Burlington CT**

Attention: Pete Mareenna

5.4 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may only be withdrawn by written request of the Bidder received by Pete Mareenna (MareennaP@region10ct.org) prior to the Submission Deadline. No Bidder may withdraw its Bid within sixty (60) days after the date that Bids are actually opened (the “Bid Holding Period”). Bids withdrawn prior to the Submission Deadline may be resubmitted up to the Submission Deadline provided such resubmitted Bids are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid until the expiration of the Bid Holding Period. If for some reason the Contract cannot be awarded and the Contract executed within the Bid Holding Period, the Bid Holding Period may be extended by mutual agreement between Reg. 10 and the Contractor.
- C. Bid Modification: Bids may be modified by written notice signed by the Bidder and received by Pete Mareenna prior to the Submission Deadline. Such notice shall be delivered **by mail or hand delivery**.
- D. Bid Clarification: Reg. 10 reserves the right to request clarifications from any Bidder. Such clarifications shall be provided at the Bidder’s sole cost and expense.

5.5 Consideration of Bids

- A. Bids submitted timely and in accordance with the requirements of these Instructions to Bidders will be opened publicly.
- B. Reg. 10 reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in whole or in part;
 - 2. Reject any and all Bids in whole or in part for misrepresentation or if the Bidder is not deemed to be qualified to perform the Project, or if the Bid limits, conditions or modifies any of the terms and conditions and/or specifications of the Bid;
 - 3. Cancel the award or decide not to execute the Contract subsequent to award;
 - 4. Terminate the solicitation and rebid the Project by advertising for new bids;
 - 5. Waive technical defects, irregularities and omissions in a Bid if, in Reg. 10 BC’s judgment, the best interest of Reg. 10 would be served;
 - 6. Revoke the award of the Contract if such award was made on the basis of inaccuracies and clerical errors; and
 - 7. Reject a Bid as non-responsive if the Bidder does not make all required pre-award submittals within the timeframes designated by Reg. 10.

5.6 Sub-bidders/Subcontractors

- A. Prior to the award of the Contract, Reg. 10 BC will notify the apparent successful Bidder in writing if Reg. 10 BC has reasonable objection to any Sub-bidder/Subcontractor proposed by such Bidder for the Project. If Reg. 10 BC has reasonable objection to a proposed Sub-bidder/Subcontractor, the Bidder may, at the Bidder’s option, (1) withdraw its Bid, or (2) submit an acceptable substitute to Reg. 10 BC. Provided the Sub-bidder/Subcontractor rejected by Reg. 10 BC was willing, qualified and capable of performing in accordance with the terms of its sub-bid and all applicable terms of the Bidding Documents, the Contractor will be entitled to an adjustment in the Base Bid Amount to cover the difference in cost occasioned by the substitution. Reg. 10 may accept the adjusted Base Bid Amount or disqualify the apparent successful Bidder. Sub-bidders/Subcontractors proposed by a Bidder and to whom Reg. 10 BC has made no

reasonable objection must be engaged by the successful Bidder to perform the Work for which such Sub-bidders/Subcontractors were proposed and shall not be changed except with the written consent of Reg. 10.

5.7 Post Bid Scope Review Meeting

- A. After the opening of Bids, Reg. 10 BC will hold scope review meetings with some or select Bidders as deemed necessary by Reg. 10 BC. These meetings will be held at a location, date and time as determined by Reg. 10 BC. Bidders will be notified by Reg. 10 and shall make themselves available to attend these meetings.

PART 6 – SELECTION PROCESS

6.1 Basis for Selection

- A. Lowest Responsible Qualified Bidder: It is the intent of Reg. 10 to award the Contract to the “lowest responsible qualified Bidder” which is the Bidder (i) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the Work based on objective criteria considering past performance and financial responsibility; and (ii) whose Bid was submitted in accordance with the requirements set forth in the Bidding Documents. The Bidder will be required to establish to the satisfaction of Reg. 10 that the persons or entities proposed to furnish and perform the Work described in the Bidding Documents are reliable, responsible and capable. To the extent that the Bid Form asks for alternate bids, the Town’s determination of the lowest Bid will be based on the sum of the base bid amount and the alternate bid prices for the alternates that are selected by the Town for acceptance.
- B. Qualifications: To assist Reg. 10 in its determination as to whether or not a Bidder is qualified to perform the Work for the Project, each Bidder shall complete and submit the Statement of Qualifications attached hereto as Attachment 7 along with the required supporting documentation.
- C. The Selection Criteria to be employed by Reg. 10 shall include, without limitation, the following:
 - 1. Bidder’s experience as a general contractor in the successful completion of projects of similar scope and size within budget and on time;
 - 2. Bidder’s capacity to perform the Project in light of Bidder’s ongoing and future obligations;
 - 3. Bidder’s credit history and financial stability;
 - 4. The experience of the Bidder’s project team proposed to be used for the Project in the successful completion of projects of similar scope and size within budget and on time;
 - 5. The ability of the Bidder to provide the required bonds; and
 - 6. Past performance on previous projects with the other school districts based, including but not limited to the skill, ability and integrity of the Bidder in terms of the Bidders' fulfillment of contract obligations and of the Bidders' experience or lack of experience with projects of the nature and scope of the project for which the Bid is submitted.
- D. Interviews: Reg. 10 BC reserves the right to conduct interviews with one or more of the Bidders at a time and date to be determined by Reg. 10 BC. If a Bidder is requested by Reg. 10 BC to attend an interview, the attendees representing the Bidder shall include one or more representatives of the Bidder capable of responding to questions regarding the Bid submitted as well as the proposed superintendent/project manager for the Project.
- E. Negotiations: Reg. 10 reserves the right to negotiate with the lowest responsible qualified Bidder as determined by Reg. 10 to serve the best interest of Reg. 10.

6.2 Selection and Award

- A. The Bidder selected for the Project must be determined by Reg. 10, in its discretion, based on the Selection Criteria set forth in Section 6.1 and the entirety of the Bid submission, to be qualified and capable of performing the Project in accordance with the requirements of the Bidding Documents. Reg. 10 shall be under no obligation to select the Bidder submitting the Bid with the lowest Base Bid Amount if Reg. 10 deems the Bidder to be either not responsible or not qualified.
- B. Upon identifying the successful Bidder, Reg. 10 will send a written notice of intent to award to such Bidder. Notwithstanding receipt of such notice of intent to award, Reg. 10 shall have no obligation to such Bidder until such time as the Contract is fully executed.

Reg. 10 is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

ATTACHMENT 1
BID FORM (4 pages)

Project: _____

_____, CT

Submitted to: _____

ATTN: _____

Bidder: _____ (Name)
_____ (Address)

_____ (Tel. No.)

Dated: _____, 2023

In compliance with the Bidding Documents as defined in the Instructions to Bidders issued by Regional School District #10 Board of Education Building Committee ("Reg. 10 BC") and dated October 4, 2023, the "Bidding Documents", the undersigned Contractor (the "Bidder") hereby proposes and agrees to fully perform the work described in the Bidding Documents within the time stated and in strict accordance with the Bidding Documents for the above referenced Project, for the following sum of money:

Base Bid Amount:

Lump Sum in the amount of _____ Dollars (\$_____).

(Provide amount in words and numbers)

Base Bid Items: All labor, materials, tools, equipment, temporary facilities and transportation necessary to complete the Work for the Project as described in the Bidding Documents inclusive of, without limitation all charges such as overhead, profit, general conditions, general requirements, insurance and permits.

Alternates: _____

Unit Prices: _____

Bid Price Itemization:

Submitted herewith as Bid Form Schedule A is the Bid Price Itemization which includes an amount for each component of the Work for the Project required by and described in the Bidding Documents. The sum of all listed components shall equal the Base Bid Amount. Bidder acknowledges that, should conditions make it necessary to revise the scope of the Work for the Project, the Bid Price Itemization shall serve as the basis for adjustments to the Base Bid Amount.

Subcontractors:

Submitted herewith as Bid Form Schedule B is a list of the names and addresses of all Subcontractors proposed to be utilized on the Project.

Due to existing relationships and understanding of the school’s RTU and related systems the following are preferred subcontractors for portions of the work:

- Turri-Masterson Electric, Torrington, CT -- Electrical
- Impact Fire Services, Torrington, CT – Fire Protection Installer
- TRANE, INC. , Rocky Hill, CT – for integration of new TRU’s to existing Trane Tracer SC + front end

Receipt of Addenda Acknowledged:

	Signature
Addendum No. 1 dated _____, 2023	_____
Addendum No. 2 dated _____, 2023	_____
Addendum No. 3 dated _____, 2023	_____

Contract Execution:

The Bidder agrees and warrants that, if selected as the Contractor for the Project, Bidder shall, within fifteen (15) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by Reg. 10, execute a contract in accordance with the Bidding Documents, the terms of this Bid Form and such other terms and conditions as may be mutually agreed by Reg. 10 and the Bidder.

Bidder's Representations:

By submission of this Bid Form and its Bid, the Bidder represents and acknowledges that:

1. The Bidder has carefully examined and is familiar with the Bidding Documents and all of the requirements set forth in the Bidding Documents. A Bidder’s failure to gain such familiarity with the Bidding Documents shall in no way relieve the Bidder of responsibility for all aspects of its Bid and the obligations set forth in the Bidding Documents.
2. The Bidder understands the requirements of the Bidding Documents and the scope of Work represented by the Bidding Documents to be performed by or on behalf of a Bidder.
3. The Bidder and appropriate Sub-bidders have visited the Premises, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
4. The Bidder is familiar with and agrees to comply with all federal, state and local laws, regulations, ordinances, codes and orders as relate to this solicitation and/or the performance of the scope of Work described in the Bidding Documents.
5. The Base Bid Amount set forth in its Bid Form includes all labor, materials, equipment, services, machinery and systems required by the Bidding Documents and includes, without limitation, overhead, profit, general conditions, general requirements and insurance and bond costs, all without exception or qualification.
6. The Bidder has confirmed and incorporated into its Bid and Base Bid Amount the proper prevailing wage rate for its industry.

7. The Bidder has received a copy of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and has informed its principals of the contents of the notice.

The undersigned certifies, under the penalty of false statement, that the information in this Bid Form and its Bid is true, that there has been no substantial change in the undersigned's financial position or corporate structure since the undersigned's most recent DAS prequalification certificate was issued or renewed, other than those changes noted in the update bid statement, and that the Bid was made without fraud or collusion with any person. The undersigned has checked all of the figures set forth in this Bid Form and the Schedules attached hereto and understands that Reg. 10 will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid. In submitting this Bid, it is understood that the right is reserved by Reg. 10 to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder or bidders, all as may be in the best interest of Reg. 10. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days after the actual date the Bids are opened.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the Bidder.

Signed this ____ day of _____, 2023

(Name of Bidder)

By _____ (Signature of individual signing on behalf of Bidder)

(Name of individual signing on behalf of Bidder)

Its _____ (Title of such individual such as President, Member, etc.)

BID FORM SCHEDULE A (part of Attachment 1)

Bid Price Itemization

Bidder's Name and Address: _____

Trade Contracts: \$ _____

General Conditions Costs: \$ _____

Insurance Costs: \$ _____

Bond Premiums: \$ _____

Base Bid Amount \$ _____

Signed this _____ day of _____, 2023

_____ (Name of Bidder)

By _____ (Signature of individual signing on behalf of Bidder)

_____ (Name of individual signing on behalf of Bidder)

Its _____ (Title of such individual such as President, Member, etc.)

Date: _____

BID FORM SCHEDULE B (part of Attachment 1)

SUBCONTRACTOR LIST

Bidder's Name and Address:

<u>NAME OF SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>WORK SCOPE</u>
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(Add Additional Pages as necessary)

Signed this ____ day of _____, 2023

_____ (Name of Bidder)

By _____ (Signature of individual signing on behalf of Bidder)

_____ (Name of individual signing on behalf of Bidder)

Its _____ (Title of such individual such as President, Member, etc.)

ATTACHMENT 2

BIDDING DOCUMENTS

The following forms and documents constitute the Bidding Documents:

1. Invitation to Bid
2. Instructions to Bidders and all Attachments thereto:
 - Attachment 1, Bid Form (incl. Bid Form Schedule A and Bid Form Schedule B)
 - Attachment 2, Bidding Documents List
 - Attachment 3, Submission Documents
 - Attachment 4, Bid Bond Form
 - Attachment 5, Insurance Requirements
 - Attachment 6, Wage Rates
 - Attachment 7, Statement of Qualifications
 - Attachment 8, Scope of Work
 - Attachment 9, CHRO Bidder Contract Compliance Monitoring
 - Attachment 10, Labor Rates for each Trade Classification
 - Attachment 11, Certificate of Compliance with C.G.S Sec. 31-57b
 - Attachment 12, Nondiscrimination Forms
 - a. Form A, Representation by Individual Regardless of Value
 - b. Form B, Representation by Entity for Contracts less than \$ 50,000
 - c. Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More
 - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
 - Attachment 13, Internal Revenue Service Form W-9
 - a. Department of Revenue Services registration information for out of state contractors if required.
Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
 - Attachment 14, Form of Contract

ATTACHMENT 3
SUBMISSION DOCUMENTS

The following forms and documents must be completed and submitted as part of each Bid:

1. Bid Form (including Bid Form Schedule A and Bid Form Schedule B)(use Attachment 1)
2. Letter from Bidder's bonding company stating that the Bidder, if awarded the Contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid Amount.
3. Statement of Qualifications (use Attachment 7)
4. CHRO Bidder Contract Compliance Monitoring Report (Attachment 9)
5. Nondiscrimination Certification forms (Attachments 12)
 - a. Representation by Individual
 - b. Representation by Entity
 - c. Affidavit by Entity
 - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
6. Internal Revenue Service Form W-9 (Attachment 13)
7. Bid Security - Bid Bond (use Attachment 4) or letter of credit to the extent permitted in the Instructions to Bidders.
8. Certificate of Compliance with C.G.S Sec. 31-57b (use Attachment 11)
9. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

ATTACHMENT 4

STANDARD BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we _____, hereinafter called the Principal, of _____, as Principal, and, _____ hereinafter called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto _____, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for the _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with _____ and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2023

Principal's Signature Surety

_____ by (Print name)

Its attorney in fact

Company Name (Print name) _____

ATTACHMENT 5

INSURANCE REQUIREMENTS

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with the Regional School District #10 ("Region 10") must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance to Region 10.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless Regional School District #10, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify Regional School District #10 from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000. Such policy shall contain a 'waiver of our right to recover from other endorsement' in favor of the Regional School District #10.

In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Regional School District #10 as an additional insured on a primary and non-contributory basis, as well as include a waiver of subrogation in favor of the Regional School District #10. In

addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

The policy shall name the Regional School District #10 as an additional insured on a primary and non-contributory basis, as well as include a waiver of subrogation in favor of the Regional School District #10.

- D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.
- E. *Professional Liability*: The Contractor shall provide professional liability covering errors, omissions. Such insurance shall be in an amount no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of the work for a period of three (3) years following acceptance of the work by the Borough.

Prior to the issuing of any notice to proceed by Regional School District #10, the Contractor shall furnish Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse. Regional School District #10 will receive thirty (30) days prior written notice of any cancellation, non-renewal, or material alteration of the Contractor's insurance policies. Renewal certificates should be automatically issued.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Regional School District #10 retains the right to stop work until proper evidence of insurance is provided.

Certificate Holder:
Regional School District #10
24 Lyon Rd
Burlington, CT 06013

ATTACHMENT 6

Labor Rates Form

_____.CT _____

Labor Rates

For additional work not reflected in the Base Bid Amount (Lump Sum) or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include overhead and profit.

Contractor:

Trade Classification:

	Straight Time	Time & Half	Double Time
A. Base Rate			
B. FICA			
C. FUTA			
D. SUTA			
E. Workman's Comp			
F. General Liability			
G. Benefits (list each)			
H. Total			

ATTACHMENT 7

STATEMENT OF QUALIFICATIONS

1. A Letter of Transmittal signed by a principal of the Bidder, not to exceed two (2) pages, describing in narrative form the company and the company's qualifications for the Project.
2. Company Overview:
 - a. Name and location, including the office location that will be serving the Town
 - b. Number of years the company has been in the business of providing the services or performing the work upon which they are bidding
 - c. Number of employees and how many of them will be dedicated to the Project
 - d. Evidence of the company's licensing/authority to do business in the State of Connecticut
3. Client Base:
 - a. Names and contact information for the five references for whom or which the Bidder has provided services or performed work for school districts in the last 2 years in connection with projects similar in size and scope to the services and/or work upon which they are bidding. Provide Owner name and telephone number for each Project.
 - b. Provide a description of each of the three projects and the contractor's role in each project.
4. Company Information:
 - a. Name, email and telephone number of the Bidder's contact person.
 - b. A brief history of the company
 - c. A list of the Project team members that would be assigned to the Project and their roles and responsibilities
 - d. A list of the subcontractors that the Bidder would engage for the Project
 - e. A list of projects for which the company has provided services in the last five years which projects have similar challenges to the Project and indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Contractor or Contractor/Subcontractor and give the status of each.
5. Litigation/Disputes:

Provide information concerning any suits filed, judgments entered or claims made against your company during the last five (5) years with respect to contractual services provided by your company, or any declaration of default or termination for cause against your company with respect to such services.
6. Additional information, not included above, that the company feels may be useful and applicable to this Project and helpful to the Town's evaluation of the Bidder (limit response to two pages).

ATTACHMENT 8

SCOPE OF WORK

GENERAL SCOPE OF WORK:

Contractor must supply all necessary equipment, tools and manpower to remove and dispose of current units and install new unit including controls and any electrical wiring necessary. If the curb from the old unit needs to be adjusted to fit the new unit, Contractor will supply all material and labor required to adjust the curb.

New units will be compatible with BACnet protocol. The contractor and Trane, Inc. will be responsible for installation, software, and all controls modules to connect the new units to a Trane BMS existing in the building along with startup and controls commissioning.

Contractor is expected to be familiar with the following to inform the Work required for the Project:

- The Region 10 School Commissioning and Ventilation System Assessment dated September 19, 2022, prepared by Consulting Engineering Services, LLC.
- The Electrical, Structural, and Mechanical drawings used for the bidding process located at: <https://www.region10ct.org/district-information/finance-and-operations/bid-proposal-documents>

SERVICES TO BE PROVIDED:

1. Permits and Fees:
 - The Contractor shall give all necessary notices, obtain all permits; and pay all government and state sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with the work, file all necessary drawings, prepare all documents and obtain all necessary approvals of all governmental and state departments having jurisdiction, obtain all required certificates of inspection for his work, and deliver a copy to the owner and engineer before submitting a request for acceptance and final payment for the work.
2. Existing systems and equipment:
 - Existing to be reused/relocated equipment: report any existing equipment deficiencies to the owner.
 - Connect work to various existing systems as described in scope. Work shall be compatible with the existing system conditions. All work shall be coordinated with all trades involved as well as with existing systems, the structure, and other obstructions.
3. Survey and measurements:
 - This project involves construction inside an existing structure. Contractors, by submitting a bid, shall be completely familiar with the existing condition of the building as it influences the work described. No compensation will be granted for additional work caused by unfamiliarity with site conditions that are visible or readily identified by experienced observers.
 - Prior to ordering any materials and equipment, thoroughly review the site conditions to determine if adequate clearances and access is allowed to install the components. Order equipment broken down as necessary to allow for proper rigging through the project area. Provide structural analysis and all necessary alterations to the structure of the building as necessary to rig the equipment in place.
4. Contractors shall verify, layout and be responsible for all measurements of all existing conditions before

commencing work and shall notify owner if a condition exists that prevents the Contractor from accomplishing the intent of the narrative.

5. Provide Structural assessment of new units vs. existing and modifications to steel as necessary.
6. Means and Methods All Trades:
 - Materials and equipment shall be UL listed where standard has been established.
 - Carefully inspect all building elements prior to cutting or drilling into wall, floors or ceilings. Patch and paint surfaces disturbed by work under this contract as required to restore them to their original condition.
 - Scaffolding, rigging, hoisting: the contractor shall furnish all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises any equipment and apparatus furnished under this division. Remove same from premises when no longer required.
 - Waterproofing: where any work pierces waterproofing, including waterproof concrete, roofs, exterior wall and floors in wet areas, the method of installation shall be reviewed by the engineer before work is done. The contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
 - Provide firestopping around all fire protection, plumbing, mechanical and electrical penetrations through fire rated partitions. Provide asbestos free firestopping system capable of maintaining an effective barrier against flame and gases. System shall be UL listed and comply with ASTM E 814.
7. Any demolition shall be coordinated with Reg.10 BC, or its designee.
8. Refer to the Region 10 School Commissioning and Ventilation System Assessment dated September 19, 2022, prepared by Consulting Engineering Services, LLC for existing equipment and materials that shall remain the property of the Owner.
9. Protection: Ensure the safe passage of persons in and around the building/site during demolition. Prevent injury to persons and damage to property. Provide adequate shoring and bracing to prevent collapse. Immediately repair damage to the condition before being damaged to the satisfaction of the architect and Owner. Take effective measures to prevent windblown dust.
10. Utilities:
 - Maintain utilities except those requiring removal or relocation. Keep utilities in service and protect from damage. Do not interrupt utilities serving in-use areas without first obtaining permission from the utility company and the Owner.
 - Coordinate all interruptions of services and limitations of access with the Owner no less than 5 days prior to the interruption.
 - Provide temporary services as required. Shutdown of existing systems for connection of new work shall be coordinated in advance with the Owner.
11. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed. Piping to Be Removed: Remove portion of piping indicated to be removed and cap remaining piping with same or compatible piping material.
12. Piping to Be Abandoned in Place: Drain piping and cap piping with same or compatible piping material.
13. Ducts to Be Removed: Remove portion of ducts indicated to be removed and cap remaining ducts with same or compatible ductwork material.
14. Ducts to Be Abandoned in Place: Cap ducts with same or compatible ductwork material.
15. Equipment to Be Removed: Disconnect and cap services and remove equipment.
16. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
17. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
18. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

19. Shut down existing unit and lock out tag out the electrical power supply.
20. Recover refrigerant from the Rooftop unit into recovery cylinders and return to Region 10's Director of Facilities.
21. Crane and rigging services.
22. Remove and properly dispose of the existing unit.
23. Provide curb adapters to modify the existing curb to fit new units. Contractor to make all modifications required for units. Contractor must provide supplies, material, and labor for the curb modifications.
24. New penetrations and modifications to roofing system to be in accordance with Firestone Red Shield roofing systems warranty. Coordinate all roof work with Silk Town Roofing in order to update and maintain warranty.
25. Install the new rooftop unit onto the existing curb per manufacturer's install manual/specs.
26. Disconnect electrical power from the existing unit disconnect.
27. Install new electrical power and conduit from the junction box to the unit's disconnect and terminals board where the new unit footprint requires this.
28. Install new condensate drain lines as needed.
29. Provide factory start-up, by the manufacturer's representative and First Year Warranty.
30. Any and all obstructions and rework of fire protection, sprinklers, piping, electrical conduit to be covered in scope of work.
31. Submittals and Shop Drawings:
 - Submit for review, electronic shop drawings in searchable pdf format for the following.
 - Submittal data for all material and equipment. Clearly identify deviations of the submitted products from the design.
 - Controls shop drawings: include equipment and system control schematics, sequences of operations, logic diagrams and system components including details of tie-in to existing building control management system.
 - Do not use shop drawings without an appropriate final stamp indicating action taken in connection with construction.
 - Do not order any materials or equipment prior to receiving final approved submittals.
 - Schedule at least ten working days exclusive of transmittal time, for submittal review.
 - As-built drawings:
 - Maintain one set of prints on the site and note all changes or deviations from the original design thereon. At the completion of the project, incorporate all changes into record as-built drawings in electronic format and submit for approval.
32. Operation and Maintenance Manuals:
 - Upon completion of all work and tests, the contractor shall instruct the owner or the owner's representative in the operation, adjustment and maintenance of all equipment furnished. The contractor shall give at least seven (7) days notice to the owner and the engineer in advance of this period.
 - The contractor shall prepare three (3) copies of a complete operation and maintenance manual, bound in booklet form. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-ring vinyl-covered binders, with pocket folders for folded sheet information and designation partitions with identification tabs. Mark appropriate identification on front and spine of each binder.
 - Operation and maintenance manual shall include the following:
 - Manufacturer's printed operating and maintenance procedures.
 - Maintenance procedures for routine preventative maintenance and troubleshooting.
 - Copies of warranties.
 - Approved shop drawings and product data.
 - Balance reports.

- Include in the manual, a tabulated equipment schedule for all equipment. Schedule shall include pertinent data such as: make, model number, serial number, voltage, normal operating current, belt size, filter quantities and sizes, bearing number, etc. Schedule shall include maintenance to be done and frequency.
- Maintenance and instruction manuals shall be submitted to the Owner at the same time as the seven (7) day notice is given prior to the instruction period.

GENERAL INFORMATION:

1. If a permit is deemed to be required for the location above, the Contractor will be responsible for the procurement of the permit from the local agency having jurisdiction.
2. All work shall be done in accordance with the current National Electrical Code (NEC) and applicable jurisdictional codes.
3. The Contractor shall be solely responsible for furnishing all labor, materials, equipment, tools, transportation, and supervision and for performing all work as required to complete the work of this project as described.
4. The Contractor shall be responsible for maintaining a safe worksite for the duration of the project. Cleanup shall be performed to the satisfaction of Region 10's Director of Facilities.
5. Guarantee work in writing for not less than one (1) year from date of final notice of acceptance. Repair or replace defective materials, equipment, workmanship and installation that develop within this period, prompt and to owner's satisfaction and correct damage caused in making necessary repairs and replacements under guarantee within contract price.

START UP SERVICE

1. Inspect the new rooftop unit for damage to the unit casing.
2. Clean and inspect ductwork.
3. Inspect new compressors, coils, motors and fans for damage.
4. Verify the air filters are installed.
5. Adjust fan belts to the proper belt tension.
6. Verify correct supply voltage to the unit.
7. Verify all motors for proper rotation and amp draws.
8. Verify the compressors have the proper oil level per manufacture specs.
9. Verify proper rotation on scroll/ screw compressors if equipped.
10. Verify the compressors voltage and amp draws.
11. Verify proper rotation on the condenser fan motors.
12. Verify operation of the outside air damper.
13. Verify the variable speed drive(s) parameters and operations if equipped.
14. Start up the unit per manufacturer's written specs and instructions.
15. Verify the refrigeration system(s) operations when and only if the ambient temperature is above the manufactures operating spec.
16. Provide testing, adjusting, and balancing of all new systems.

MECHANICAL SYSTEMS

Heating design shall be 7-0 degrees and colling design shall be 75 degrees.

- a. ASHRAE Fundamentals summer outdoor air design conditions (88.2DB, 72.2WB)
- b. ASHRAE Fundamentals winter outdoor air design conditions (8.2DB)

Contractor to provide services to fully install, startup, and commission new equipment as described in the following:

1. Area F Computer Labs – RTU-21

- a. Area F computer labs (existing drawings M2.07) will be served by a packaged multi-zone variable air volume rooftop air handler with integral heating hot water coil (240 MBH) and DX cooling (10 Tons) with hot gas reheat for dehumidification.
- b. This unit will have a 4,025 cfm supply fan with 1.0 “w.c. external static pressure. Unit to provide 1,200 cfm of outside air.
- c. The unit will also incorporate demand control ventilation which will modulate the amount of outside air to the space based on occupancy and CO2.
- d. Unit to be provided with powered exhaust and motorized intake damper, and 4” MERV-14 filter.
- e. Unit to be provided with packaged controls and BACnet interface. Unit controls to be provided for multi-zone VAV application with HW reheat space temperature control.
- f. Unit to provide 55°F DB / 53°F WB supply air year round.
- g. The air handler shall be Trane Voyager or approved equal.
- h. Unit to be equipped with factory installed service disconnect and 120v service outlet.

2. Media Center – RTU-30

- a. The Media Center area (existing drawings M2.09 and M2.15) will be served by a packaged multi-zone variable air volume rooftop air handler with integral heating hot water coil (190 MBH) and DX cooling (30 Tons) with hot gas reheat for dehumidification.
- b. This unit will have a 11,500 cfm supply fan with 2.0 “w.c. external static pressure. Unit to provide 3,360 cfm of outside air.
- c. The unit will also incorporate demand control ventilation which will modulate the amount of outside air to the space based on occupancy and CO2.
- d. Unit to be provided with powered exhaust and motorized intake damper, and 4” MERV-14 filters.
- e. Unit to be provided with packaged controls and BACnet interface for multi-zone VAV application with HW reheat space temperature control. Unit to provide 55°F DB / 53°F WB supply air year round.
- f. Unit to provide 55°F DB / 53°F WB supply air year round.
- g. The air handler shall be Trane Voyager high efficiency or approved equal.
- h. Unit to be equipped with factory installed service disconnect and 120V service outlet.

3. Building M Classrooms – RTU-36

- a. The building M classroom area (existing drawings M2.13 and M2.19) will be served by a packaged multi-zone variable air volume rooftop air handler with integral heating hot water coil (146 MBH) and DX cooling (25 Tons) with hot gas reheat for dehumidification.
- b. This unit will have a 9,000 cfm supply fan with 2.0 “w.c. external static pressure. Unit to provide 1,600 cfm of outside air.
- c. The unit will also incorporate demand control ventilation which will modulate the amount of outside air to the space based on occupancy and CO2.

- d. Unit to be provided with powered exhaust and motorized intake damper, and 4" MERV-14 filter.
- e. Unit to be provided with packaged controls for multi-zone VAV application with HW reheat space temperature control. Unit to provide 55°F DB / 53°F WB supply air year round.
- f. The air handler shall be Trane Voyager or approved equal.
- g. Unit to be equipped with factory installed service disconnect and 120V service outlet.

4. Area J Administration – RTU-23

- a. Area J Administration offices (existing drawings M2.07) will be served by a packaged multi-zone variable air volume rooftop air handler with integral heating hot water coil (170 MBH) and DX cooling (12 ½ Tons) with hot gas reheat for dehumidification.
- b. This unit will have a 4,300 cfm supply fan with 2.0 "w.c. external static pressure. Unit to provide 1,300 cfm of outside air.
- c. The unit will also incorporate demand control ventilation which will modulate the amount of outside air to the space based on occupancy and CO2.
- d. Unit to be provided with powered exhaust and motorized intake damper, MERV-8 prefilter and MERV-14 final filter.
- e. Unit to be provided with packaged controls for multi-zone VAV application with HW reheat space temperature control. Unit to provide 55°F DB / 53°F WB supply air year-round.
- f. The air handler shall be Trane Voyager high efficiency unit or approved equal.
- g. Unit to be equipped with factory installed service disconnect and 120V service outlet.

5. Building Controls Systems

All new equipment to be provided with packaged controls and integrated into existing Trane Trace building management system through BACnet.

6. Insulation Requirements

a. Duct Insulation:

- 1. Flexible Glass Fiber (FGF) Insulation: ASTM C553 Type I, II, or III, ASTM C1290 Type III, in accordance to NFPA 90A and NFPA 90B for duct coverings, with ASTM C1136 foil scrim kraft (FSK).
 - Thermal performance: 1.0 lb/ft³, 7.4 ft² hr °F/btu minimum R-value for 2" thick at 75°F mean temperature per ASTM C177 and ASTM C518.
 - Operating temperature range: 40°F to 250°F.
 - Water vapor permeance: 0.02 perms maximum per ASTM E96.
 - Water vapor sorption: 5% by weight maximum per ASTM C1104.
 - Corrosiveness: Does not accelerate per ASTM C665.

b. Pre-Molded Glass Fiber (PGF) Insulation:

- 1. ASTM C547 and ASTM C795, rigid molded, noncombustible.
- 2. 'K' ('Ksi') Value: ASTM C177, 0.24 at 75°F.
- 3. Maximum Service Temperature: 850°F.
- 4. Maximum Moisture Absorption: 0.2 percent by volume.

c. **Manufacturers:**

1. Knauf Insulation
2. Johns Manville Corporation
3. Owens-Corning.

7. Startup, Testing, Adjusting, and Balancing

a. **Scope**

1. Provide startup, testing, adjusting, and balancing for the following:
 - Packaged Roof Top Heating/Cooling Units.
 - Fans.
 - Air Filters.
 - Air Terminal Units.
 - Air Inlets and Outlets.

b. **Startup -Manufacturer's Field Services**

Furnish initial start-up and shutdown during first year of operation, including routine servicing and checkout.

c. **Cleaning**

1. Vacuum clean coils and inside of unit cabinet.
2. Install temporary filters during construction period. Replace with permanent filters at Substantial Completion.

d. **Demonstration**

Demonstrate unit operation and maintenance.

e. **Air System Procedure**

1. Work with Control vendor to establish minimum setpoints necessary to satisfy contract documents. Iterative testing to determine these minimum setpoints will be expected to be in the submittals.
2. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
3. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
4. Measure air quantities at air inlets and outlets.
5. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
6. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
7. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
8. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
9. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
10. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
11. Where modulating dampers are provided, take measurements and balance at extreme conditions.

Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

12. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.

f. Water System Procedure

1. Work with Control vendor to establish minimum setpoints necessary to satisfy contract documents. Iterative testing to determine these minimum setpoints will be expected in the submittals.
2. Adjust water systems to provide required or design quantities.
3. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
4. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
5. Effect system balance with automatic control valves fully open to heat transfer elements.
6. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.
7. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

8. HVAC SYSTEMS MEANS AND METHODS

- a. All systems will be designed to code compliance for percentage of outside (fresh) air (ASHRAE 62.1) and will meet or exceed requirements stated in ASHRAE 90.1, International Mechanical Code and International Energy Code.
- b. All motors 3 HP and larger shall be high efficiency and provided with VFD.
- c. Provide all HVAC equipment with extra set of filters for replacement at startup of equipment.
- d. Seismic restraints shall be designed and installed as required per State of Connecticut Building Code and Fire Safety Code which requires the seal of a licensed professional engineer. This includes piping, ductwork, equipment, and equipment bases.
- e. Provide firestopping around mechanical penetrations in accordance with fire stopping requirements. System shall be capable of maintaining against flame and gases. System shall be UL listed and comply with ASTM E814.
- f. Provide mechanical identification for mechanical systems. Identification shall comply with ANSI A13.1.
- g. All pipe connections shall be installed to allow for freedom of movement of the piping during expansion and contraction without springing. Swing joints, expansion loops and expansion joints with proper anchors and guides shall be provided.
- h. Provide vibration isolation for hydronic piping, ductwork, and equipment.
- i. Hydronic piping 2 ½" and under shall be Type L copper. Piping 3" and over shall be ASTM A 53; Schedule 40 black steel pipe with welded, flanged or grooved joints.
- j. All equipment, piping, and insulation shall be plenum rated where ceilings are not continuous.
- k. All piping and ductwork to be insulated to requirements International Energy Code.
- l. Measure building static pressure and adjust supply, and exhaust air systems to obtain required relationship

between each to maintain approximately 0.05 inches positive static pressure near building entries.

ELECTRICAL SYSTEMS

1. Power to be provided from current panel serving unit. Contractor to review existing panel overcurrent protection and coordinate with new equipment.
 - a. **RTU-21**
 - 90A/3P circuit breaker with 90A, 208V, 3-Phase circuit, using 3#3, #8G, 1-1/4”C
 - Powered from panel MP1B – 208 volt 3/phase, 3-pole 110 amp circuit breaker
 - b. **RTU-30:**
 - 110A/3P circuit breaker with 110A, 460V, 3-Phase circuit, using 3#2, #8G, 1-1/4”C RTU
 - Powered from panel DHP2 -480 volt 3/phase, 3-pole 125 amp circuit breaker.
 - c. **RTU-36:**
 - 90A/3P circuit breaker with 90A, 460V, 3-Phase circuit, using 3#3, #8G, 1-1/4”C
 - Powered from panel AHP-2 -480 volt 3/phase, 3-pole 100 amp circuit breaker.
 - d. **RTU-23:**
 - 90A/3P circuit breaker with 90A, 208V, 3-Phase circuit, using 3#3, #8G, 1-1/4”C
 - Powered from panel MP1B -208 volt 3/phase, 3-pole 90 amp circuit breaker.
2. **Electrical Materials And Methods**
 - The electrical installation shall comply with the National Electrical Code (NEC), NFPA 70.
 - Provide firestopping around penetrations in accordance with fire stopping requirements. System shall be capable of maintaining against flame and gases. System shall be UL listed and comply with ASTM E814.
 - Wiring shall be THHN/THWN copper, installed in EMT conduit.
 - Type MC cable shall be used as permitted by NFPA 70.
 - Devices shall be specification grade, NEMA 5-20R etc.
 - Disconnect switches shall be fusible heavy-duty type. NEMA 1 or 3R as required for locations installed.
 - Circuit breakers shall be fixed element, thermal magnetic type.
 - Branch circuit breakers shall be bolt-on.
 - All conduits, circuits and devices shall be labeled.

ATTACHMENT 9
CHRO BIDDER CONTRACT COMPLIANCE
MONITORING REPORT

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and

Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes__ No</div>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? <div style="text-align: right;">Yes__ No</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes__ No</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes__ No</div>

<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?</p> <p>Yes__ No</p>	<p>9. Does your company have a mandatory retirement age for all employees?</p> <p>Yes__ No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?</p> <p>Yes__ No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?</p> <p>Yes__ No__ NA</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company?</p> <p>Yes</p> <p>No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?</p> <p>Yes__ No</p> <p>NA</p>
<p>6. Does your company have a collective bargaining agreement with workers?</p> <p>Yes__ No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?</p> <p>Yes__ No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?</p> <p>Yes__ No</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No_ If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity?</p> <p>Yes</p> <p>No</p> <p>If yes, give name and phone number.</p>

1. Will the work of this contract include subcontractors or suppliers? Yes__ No

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

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

Yes__ No

PART IV - Bidder Employment Information

Date:

JOB CATEGO RY *	OVER ALL TOTA LS	WHITE (not of Hispani c origin)		BLACK (not of Hispan ic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Mal e	Fema le	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engi neering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Mai ntenance											
Construction & Extraction											

Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
<p>FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)</p>											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices (Page 5)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

ATTACHMENT 10
LABOR RATES

See the following links:

<https://sam.gov/wage-determination/CT20230021/8>

<https://sam.gov/wage-determination/CT20230014/7>

<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

ATTACHMENT 11
Certification re: CGS §31-57b

CERTIFICATE

Of Compliance With

Connecticut General Statute Section 31-57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **has/has not** (*circle one*) been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following the appeal to the appropriate agency or court having jurisdiction or **has/has not** (*circle one*) received one or more criminal convictions related to the injury or death of any employee in the three year period preceding the bid.

The list of violations (if applicable) is attached.

Name of Firm, Organization or Corporation

Signed:

Name

Seal

Title:

Date:

State of

)

) ss:

A.D., 20____

County of

)

Sworn to and personally appeared before me for the above, _____

_____, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of _____, and his/her free act and deed as _____.

My Commission expires:

Notary Public

Seal

Project No(s).:

ATTACHMENT 12
(Non-discrimination Forms A-E)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Representation by Individual

For All Contract Types Regardless of Value

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

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the

Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Representation by Entity

For Contracts Valued at Less than \$50,000

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

INSTRUCTIONS:

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

REPRESENTATION OF ENTITY:

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

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

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

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

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

(Authorized Signatory) (Date)

(Printed Name)



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

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

INSTRUCTIONS:

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

AFFIDAVIT:

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

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20 _____ , by the governing body of _____
Name of Entity

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____ ,20 _____ .

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of
Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the
awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency

ATTACHMENT 13

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
<table border="1"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="10">or</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>		Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

ATTCHMENT 14
FORM OF CONTRACT

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of «November » in the year «2023 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Regional School District 10 »« »
«26 Lyon Road »
«Burlington, CT 06013 »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Replacement of Roof Top Units and associated work at Lewis S. Mills High School and Har-Bur Middle School as referred to in the Request for Proposals issued October 4, 2023 (“RFP”), which is incorporated herein by reference and attached hereto as Exhibit A. »
«26 Lyon Road »
«Burlington, CT 06013 »

The Engineer:
(Name, legal status, address and other information)

«Consulting Engineering Services, Inc. »« »
«811 Middle Street »
«Middletown, CT 06457 »
« »

For the purposes of this Agreement, the term “Architect” as used herein shall mean and refer to the Engineer identified above.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in, reasonably inferable from, and as necessary to produce the results intended by, the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

[☐ »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« ☐ »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

[☐ »] Not later than « ☐ » (☐ ») calendar days from the date of commencement of the Work.

[☒ »] By the following date: «August 21, 2024 »

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

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[☒ »] Stipulated Sum, in accordance with Section 3.2 below

[☐ »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[☐ »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « ☐ » (\$ ☐ »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« ☐ »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

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

§ 3.3 Cost of the Work Plus Contractor's Fee
Intentionally Omitted.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
Intentionally Omitted.

§ 3.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

«TIME IS OF THE ESSENCE in the completion of the Work. It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety in the event of delayed completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **One Thousand and 00/100 Dollars (\$1,000.00)** for each day that Substantial Completion is delayed beyond the date set forth herein for the achievement of Substantial Completion, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein. »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 4.1.3 By the 5th day of each month, the Contractor shall submit an Application for Payment, along with the information and supporting documentation required by the Contract Documents and such additional information and documentation as may be reasonably requested by the Architect or the Owner (collectively, "Supporting Documentation") for Work performed in the previous month. The Owner shall make payment of the amount determined to be due and payable to the Contractor under an Application for Payment not later than thirty (30) days following the Architect's receipt of such Application for Payment. If an Application for Payment and Supporting Documentation is received by the Architect after the date fixed above, payment shall be made by the Owner not later than **«forty-five» («45»)** days after the Architect receives the Application for Payment.

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

The Contractor, within seven (7) days after payment to the Contractor by the Owner shall pay any amounts due any Subcontractor or supplier, whether for labor performed or materials or equipment furnished, when the labor, equipment or materials have been included in a requisition submitted by the Contractor and paid by the Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor or supplier claiming that any amount is due to such Subcontractor or supplier or claiming any default by the Contractor in any of the Contractor's obligations to such Subcontractor or supplier.

The Contractor shall include in each of its Subcontracts and supply agreements a provision requiring each Subcontractor and lower tier supplier to pay any amounts due any of their respective Sub-subcontractors (as defined in Section 11.1) and lower tier suppliers, whether for labor performed or materials or equipment furnished, within seven (7) days after such Subcontractor or supplier receives a payment from the Contractor which encompasses labor or materials or equipment furnished by the Sub-subcontractor or lower tier supplier and a provision requiring each Subcontractor and supplier to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor or lower tier supplier claiming that any amount is due to such Sub-subcontractor or lower tier supplier or claiming any default by such Subcontractor or supplier in any of its obligations to such Sub-subcontractor or lower tier supplier which notice the Contractor shall promptly relay to the Owner.

§ 4.1.4 For each progress payment, the Owner may withhold retainage from the payment otherwise due as follows: *(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

« Retainage of Five Percent (5%) will be withheld by the Owner from each progress payment made hereunder, subject to the provisions of Connecticut General Statutes Section 46a-68d. The Contractor shall not withhold greater than Five Percent (5%) retainage from payments to Subcontractors. Retainage shall be released as part of final payment hereunder. »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest only to the extent required by Connecticut law and, if so required, at the minimum rate required.

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the Architect receives the final Application for Payment, along with such Supporting Documentation as is required herein and such additional information as may be reasonably requested by the Owner.

§ 4.2.3 At the Owner's request, the Contractor shall also furnish to the Owner and the Architect prior to final payment such information as required by the Architect to produce in a format acceptable to the Owner a complete record set of drawings and specifications depicting the completed Project.

§ 4.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which the Owner or Architect determines that, because of the fault or neglect of the Contractor, any Subcontractor, Sub-subcontractor or lower tier supplier is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's Subcontractors or suppliers for material, equipment or labor used in the Work for which the Owner has made payment to the Contractor.

§ 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

§ 4.5 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of claims/mechanics liens from the Contractor and each Subcontractor and material or equipment supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

§ 4.6 The Architect will prepare Change Orders and issue Certificates for Payment. Notwithstanding anything to the contrary in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, Subcontractors, Sub-subcontractors, or of anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 21.6 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

☐

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as herein modified.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«See Exhibit B attached hereto »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«See Exhibit B attached hereto »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1		
Addendum #2		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

Exhibit A – RFP
Exhibit B – See above
Exhibit C – Construction Schedule
Exhibit D - Insurance Requirements
Exhibit E – Wage Rates
Exhibit F – Additional Requirements

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If the Contractor discovers any inconsistency within, between or among parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise ordered in writing by the Architect or the Owner, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes and ordinances.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

§ 7.3.1 The term "Work" means the construction and services required by, reasonably inferable from, and as necessary to produce the results intended by, the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, machinery 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.

§ 7.3.1.1 Where no explicit quality or standards for materials or workmanship are established for any portion of the Work, the Contractor shall perform such Work in a good and workman like manner and in a manner of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

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

§ 7.3.2 CONTRACTOR'S STANDARD OF CARE

§ 7.3.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional and industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as it may be adjusted in accordance with the Contract Documents (the standards of this Section 7.3.2.1 shall be referred to herein as the "Contractor's Standard of Care").

The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 7.3.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents, all statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and the Contractor's Standard of Care. The Contractor shall obtain and post all necessary permits at the Project site.

§ 7.3.2.3 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable law.

§ 7.3.2.4 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor, Subcontractors or Sub-subcontractors for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor, Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the owner(s) of the Instruments of Service.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material and equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having protocols associated therewith, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail to the email addresses set forth herein for such designated representatives.

§ 7.9.2 Notice of Claims and notice of termination shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally Omitted.

§ 8.1.2 The Owner shall furnish all necessary surveys and information as required by the Contract Documents.

§ 8.1.3 Intentionally Omitted.

§ 8.1.4 The Contractor shall be responsible to secure and pay for all permits for the Project as required by OSHA, Federal, State and Town regulations applicable to the Project. The Owner will reimburse the Contractor for the fee charged by the Town of Burlington for the building permit. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and deduct the reasonable cost thereof, including, without limitation, the Owner's expenses and compensation for the Architect's additional services made necessary thereby, from payment then or thereafter due the Contractor.

§ 8.4 ADDITIONAL RIGHTS

§ 8.4.1 The rights stated in this Article 8 shall be in addition to and not in limitation of any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

§ 8.4.2 Any data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings, have been obtained from

sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The provisions of this Section 9.1.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.2.1 The execution of the Contract shall constitute a representation that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project in an amount not in excess of the Contract Sum, except for additional costs incurred due to changes in the Work approved by the Owner; (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable law which shall be inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations and orders enacted, promulgated, issued or ordered by governmental body or public or quasi-public authority having jurisdiction over the Work, the Contractor, or the site of the Project. The Contractor is not required to ascertain that the Contract Documents are in accordance with all applicable law, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.2.2 The execution of the Contract by the Contractor shall also constitute a certification by the Contractor that it has taken all steps necessary to ascertain the nature and location of the Work, and the general and reasonably observable conditions which can or may affect the Work and/or the cost thereof. Failure by the Contractor to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of time or any increase in the Contract Sum. Owner assumes no responsibility for any representations concerning conditions made by any of its officers, or employees or representatives, prior to the execution of the Contract, unless such representations are expressly stated in the Contract Documents. The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.

§ 9.1.2.3 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 9, the Contractor shall be precluded from asserting any Claim which arises from, or relates to the circumstances that gave rise to the Contractor's obligation to make such report.

§ 9.1.2.4 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as may be set forth in Section 16.2, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

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

§ 9.1.2.6 The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Owner or Architect shall designate and to such other meetings as are necessary to comply with the requirements of government agencies having jurisdiction over the Project (the "Agencies").

§ 9.1.3 Intentionally Omitted.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific express instructions concerning these matters.

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

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall comply with Connecticut's prevailing wage laws.

§ 9.3.1.1 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents and the Contractor's Standard of Care will be achieved. A list of all supervisory personnel, including the project manager and superintendent that the Contractor intends to use on the Project and an organizational chart reflecting the chain of command among such personnel, shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organizational chain of command other than as approved by Owner in writing and shall not change such personnel or form of organization without the prior written approval of the Owner.

§ 9.3.1.2 To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

§ 9.3.1.3 To the extent required under Section 31-53b of the Connecticut General Statutes, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on the Project, pursuant to the Contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications

employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 9.3.2 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

§ 9.3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.4 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4.1 When two or more products are specified for an item of Work, any one thereof is acceptable and the choice is left to the Contractor, with prior written notice to the Architect and the Owner. When only one product is specified and the term "or equal" is used in connection with the product, the Contractor may, if it so desires, offer a substitute product, and by so doing, Contractor shall be deemed to represent that the substitute product will completely accomplish the purpose of the Contract Documents. Requests for substitutions of products, materials or processes other than those specified shall be accompanied by evidence showing whether or not the proposed substitution:

- .1 is equal in quality and serviceability to the specified item;
- .2 will not entail changes in detail and construction of related Work;
- .3 will be acceptable in consideration of the required design and artistic effect; and
- .4 will not provide a cost disadvantage to the Owner.

The Contractor shall furnish with its request such Drawings, Specifications, samples, performance data and other information as may be required of it to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The burden of proof of the facts above stated shall be upon the Contractor, and no substitution shall be authorized except upon the prior written approval of Owner and the Architect. Nothing in this Section 9.3.4.1 shall limit the provisions of Sections 9.3.4.2 or 9.3.4.3.

§ 9.3.4.2 By making requests for substitutions based on Sections 9.3.4.1, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determines that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

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

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

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

§ 9.4 Warranty

§ 9.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or on behalf of the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.4.2 The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, Sub-subcontractor, manufacturer and supplier warranties relating to any materials and labor used in, and equipment incorporated in, the Work which warranties shall supplement the warranties provided by the Contractor in Section 9.4.1.

§ 9.4.3 Substitutions not properly approved and authorized and work, materials or equipment which fail to perform under the proper use and normal wear for intended purposes shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.4 The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 9.4.5 The warranties set forth in this Section 9.4 shall survive final payment and termination of this Agreement.

§ 9.5 Taxes

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request, as applicable.

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

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

§ 9.6.2 The Contractor shall perform the Work in accordance with, and comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and those relating to equal opportunity, labor, wages and employment. If the Contractor performs Work knowing it to be contrary to any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's approval and the Architect's information a construction schedule for the Work. Upon Owner approval, such schedule shall be attached to this Agreement as Exhibit C. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project (but shall not exceed the time limits current under the Contract Documents without the prior approval of the Owner and a Change Order to this Contract), shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect and, as required, approved by the Owner.

§ 9.8.3 The construction schedule submitted under Section 9.8.1 shall be in such detail and include such content as required by the Owner and the Architect. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The Contractor shall provide the Owner and the Architect with weekly progress reports to reflect actual conditions ("Progress Reports") or at such other intervals as requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 9.8.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the approved construction schedule as adjusted for time extensions granted pursuant to Section 14.5. Except as provided herein, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner pursuant to this Section 9.8.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 9.8.4 as frequently as the Owner deems necessary to ensure that that Contractor's performance of the Work will comply with the Substantial Completion Date, as the same may be extended by Change Order.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 Intentionally Omitted.

§ 9.10 Use of Site

§ 9.10.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents and Contractor shall ensure that the site is maintained in safe condition. Contractor shall confine the use of the

premises, for all purposes, to the areas occupied by the construction and related storage areas as and if shown. The Contractor shall provide all required temporary access walkways, both interior and exterior, temporary partitioning and the like necessary to complete the operations. The Contractor shall maintain unobstructed entrance to and/or exit from the present building complex. Contractor's work areas shall be kept clean each day of refuse including containers, cups and the like.

§ 9.10.2 The Contractor shall be responsible for erecting and maintaining temporary fencing and other appropriate barriers as necessary to protect the users and occupiers of the school facilities.

§ 9.10.3 During the whole course of the Work, the Contractor shall conduct the Work so as to interfere with traffic near the site of the Work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers near the site of the Work.

§ 9.10.4 All employees or persons entering upon the property surrounding the Work site are restricted to the immediate area of Work. Only persons having official business will be admitted to the construction site. The school buildings will only be accessed as necessary to perform the Work and the Contractor shall be responsible for monitoring that access.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. If Work is performed in an area of the Project site that is occupied or in use by or with the consent of the Owner, at the end of each day that Work is performed in such area, the Contractor shall leave such area in broom clean condition, remove waste materials, rubbish and the Contractor's tools, equipment, machinery and surplus materials.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and officials, officers, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees (including attorney's fees incurred in enforcing this Section 9.15.1), arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and only to the extent caused by the acts or omissions, breaches, errors or other improper unauthorized and/or unlawful acts of the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; defects or breaches of warranty in, caused by, or related to the Work; or the Contractor's failure to comply with the provisions of the Contract Documents. The foregoing indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. The

Contractor shall maintain, at the expense of the Contractor, appropriate insurance coverage to insure all of its responsibilities under this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, and until final payment is due, and from time to time during the one-year period described in Section 18.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Intentionally Omitted.

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor

to perform a portion of the Work at the site and, unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work (other than Subcontractors).

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor or supplier was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's or supplier's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean any other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. If the Contractor claims that delay or additional cost is involved because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor, the Contractor shall make such claim as provided in Article 21.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Any adjustments in the Contract Sum for such changes in the Work shall not include an amount of overhead and profit which exceeds the limitations set forth in § 13.1.1 below.

§ 13.1.1 In the case of a change in the Work for which the Contractor is entitled to an increase in the Contract Sum under the terms and conditions of the Contract Documents, such increase shall be limited as follows:

(i) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed ten percent (10%) of the net increase in the Contractor's direct costs incurred in the performance of such Work; and

(ii) For that portion of the change in the Work that is performed by Subcontractors, the Contractor's markup on such subcontracted Work shall not exceed five percent (5%) of the amount invoiced to the Contractor by the Subcontractors for that Work and a Subcontractor's overhead and profit on its portion of the change order Work shall not exceed ten percent (10%) of the net increase in the Subcontractor's direct costs incurred in the performance of such Work.

§ 13.1.2 In the case of a change in the Work for which the Owner would be entitled to a reduction in the Contract Sum under the terms and conditions of the Contract Documents, such reduction shall include an amount for reasonable overhead and profit.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit not to exceed the limitations set forth in Section 13.1.1 above, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall, prior to proceeding to implement such change in the Work, notify the Architect and, unless otherwise instructed by the Architect, shall proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 14.4 The date of Substantial Completion is the date Substantial Completion of the Work is achieved as provided in Section 15.6.1.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes which the Architect determines, justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy as may be required by the Architect. This schedule of values, upon approval thereof by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 Intentionally Omitted.

§ 15.2 Control Estimate

§ 15.2.1 Intentionally Omitted.

§ 15.2.2 Intentionally Omitted.

§ 15.2.3 Intentionally Omitted.

§ 15.2.4 Intentionally Omitted.

§ 15.2.5 Intentionally Omitted.

§ 15.3 Applications for Payment

§ 15.3.1 The Contractor shall, on a monthly basis, submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values and the Contract Documents. The application shall be notarized, if required; be supported by all Supporting Documentation; and shall reflect retainage as provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. All Applications for Payment shall be in the form, and contain the information and Supporting Documentation as required in this Section 15.3 and such additional information and documentation as may be reasonably requested by the Owner.

§ 15.3.2 Intentionally Omitted.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed form of release and waiver of claims/mechanics liens in a form acceptable to the Owner from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

§ 15.3.5 Unless otherwise required by the Owner, Applications for Payment shall be on AIA documents G702 and G703.

§ 15.3.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against Owner as a result of claims made or liens filed against the Work, the Project site and any improvements thereon (referred to collectively as "Liens" in this Section 15.3.6), by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. The Contractor shall indemnify, defend and hold Owner harmless against any such claims, Liens and claims of Liens and agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings. The Contractor's obligations under this Section 15.3.6 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the claim, Lien or claim of Lien and for which indemnification is sought.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the

amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in Section 15.4.3 remain uncured nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 15.4.5 Unless otherwise required by the Owner, Certificates for Payment shall be on AIA documents G702 and G703.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor as required under Section 4.1.3.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Intentionally Omitted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion shall not be deemed achieved until: (i) the Owner's receipt of certification by the Architect that the Work is Substantially Complete in the form of a Certificate of Substantial Completion; and (ii) the Owner's receipt of a final and unconditional Certificate of Occupancy from the Governmental Authorities that the Work has been completed in accordance with applicable law.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including, without limitation, the completion of all punch list items to the satisfaction of the Architect and Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents that have not been previously delivered to the Owner shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and all other close-out deliverables (including those set forth in Section 15.7.2 below) have been received and accepted by the Owner.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete set of releases and waivers of claims/mechanics liens arising out of this Contract subject only to receipt of final payment which reflect that the Contractor has met all of its obligations to make payments to others hereunder. If any such claims/liens remain unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claims/liens, including costs and reasonable attorneys' fees.

§ 15.7.3 Intentionally Omitted.

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

§ 15.7.5 ACCESS TO BOOKS AND RECORDS AND AUDITS

Upon forty-eight (48) hours prior notice to the Contractor, the Owner shall have the right to inspect and copy the books and records of the Contractor to verify work performed, payments made or unmade, amounts claimed, obligations owed and any other documentation related to the Project or this Contract. The Contractor shall comply, and shall cause Subcontractors and Sub-subcontractors to comply, with all accounting procedures and record retention policies reasonably requested by the Owner. The Contractor shall retain its records for six (6) years after Final Completion of the Work is achieved unless otherwise agreed by the Owner. Upon request of the Owner, the Contractor will cooperate, and secure the cooperation of all Subcontractors and Sub-subcontractors, and assist the Owner during any audit of the Project conducted by the Owner at any time after Substantial Completion. Such cooperation shall include providing the Owner with access to all records related to the Project.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

§ 16.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall, at the Contractor's sole cost and expense, promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3 except to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are separate from, in addition to, and are not to be considered a part of the Contractor's obligations under Section 9.15.

§ 16.1.2 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.

§ 16.1.3 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather.

§ 16.1.4 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations.

§ 16.1.5 The Contractor shall remove and replace with new work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 16.1.3 and 16.1.4.

§ 16.1.6 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials when work is not in progress, at night, on weekends or holidays.

§ 16.1.7 The Contractor shall protect and prevent damage to all unfinished phases of the Work.

§ 16.1.8 SECURING THE SITE

The Contractor is responsible for securing, and preventing access by unauthorized individuals to, the Project site from such date as the Contractor, Subcontractors, Sub-subcontractors, consultants, or agents commence the Work until the date of Final Completion, unless the Owner and Contractor agree in writing to an earlier date.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the

Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area. When the Hazardous Material has been rendered harmless and/or otherwise abated in accordance with all applicable law, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up except to the extent that the Hazardous Material was first encountered due to the negligence, willful or intentional misconduct, or breach of contract by the Contractor, Subcontractor, Sub-subcontractor or any person or entity for whom or which any of them is responsible.

§ 16.2.2 In no event shall the Owner have any responsibility for any substance or material (including, but not limited to, any Hazardous Material) that is brought to the Project site by the Contractor, any Subcontractor or any materialman or supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are Hazardous Materials or comprised of any items that are Hazardous Materials.

§ 16.2.3 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees against claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from any Hazardous Materials or substance which the Contractor brings to the site and improperly handles or from the Contractor's failure to perform its obligations under Section 16.2.1, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property or violation of a applicable law and except to the extent that such damage, loss or expense was caused by or results from the negligence of the indemnitee.

§ 16.2.4 The Contractor shall perform all required procedures necessary to insure that there will be no actual or threatened release, discharge, spillage, uncontrolled loss, seepage or filtration (each a "Release") of any Hazardous Materials on the site caused by its operations. The Contractor is responsible for any and all costs and liabilities associated with the investigation and remediation of any such Release, or as required by regulating authorities having jurisdiction under applicable law, and holds the Owner, its employees and agents, and the fee owner of the Project site (if other than the Owner), harmless against any current or future liabilities resulting from such incidents.

§ 16.2.5 All material and equipment furnished under the Contract Documents shall be free of asbestos, lead based paint, and PCBs. Unless otherwise specified in the Contract Documents, any material or equipment containing these, and any other Hazardous Materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision, or be endorsed to provide, that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Section 17.1 within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. A detailed description of the Contractor's obligations regarding insurance coverage is set forth on **Exhibit D** hereto.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors in the Project and others as identified by the Owner and all such parties shall be named as additional insureds under the builders risk coverage. If the Contract Documents require that the Contractor purchase and maintain the builder's risk insurance, the Contractor shall purchase and maintain builder's risk coverage in an amount equal to the greater of the amount of the initial Contract Sum or the full cost of replacement including subsequent Modifications; professional fees; costs related to delay or interruption due to a covered cause of loss to the Work, cost of materials supplied or installed by others; the contents of the Project during construction and when completed and occupied; and existing buildings, facilities and contents, comprising total value for the entire Project at the site without optional deductibles.

§ 17.3.2 The party holding the builder's risk coverage as required under Section 17.3.1, shall, upon request of the other party, file a copy of such policy with the other party to this Contract before an exposure to loss may occur. The party holder of the builder's risk coverage under Section 17.3.1 shall provide written notification to the other party of the cancellation or expiration of any insurance required by Section 17.3.1. The party holding the builder's risk coverage shall provide such written notice within five (5) business days of the date such party is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Separate Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 17.3.5 The Contractor shall require Subcontractors and Sub-subcontractors to maintain the same types of insurance the Contractor is required to maintain under the Contract Documents in the same amounts unless otherwise approved by the Owner.

§ 17.3.6 If the Contractor fails to purchase or maintain or to require its Subcontractors to purchase and maintain the liability insurance specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's or Subcontractor's behalf and shall be entitled to deduct the amount paid from the

Contract Sum. If the balance of the Contract Sum is insufficient to cover such amount paid, the Contractor shall promptly pay to the Owner any amount not so covered.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 If the Contract Sum exceeds One Hundred Thousand Dollars (\$100,000), the Contractor shall furnish to the Owner (i) a labor and material payment bond equal to one hundred percent (100%) of the Contract Sum and otherwise in accordance with the requirements of Connecticut law; and (ii) a bond covering the Contractor's faithful performance of all of its obligations under the Contract Documents, in each case such bonds will be issued by a surety satisfactory to the Owner and shall reflect the Owner as the obligee. The Contractor shall deliver the executed, approved bonds to the Owner no later than the time of the execution of this Contract.

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

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

after bids are received or negotiations concluded. The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor. If the inspections and tests conducted under this Section 19.3 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

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§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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§ 19.6 The Contractor's representative shall be changed without ten days' prior notice to the Owner.

§ 19.7 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 19.8 The Contractor shall be solely responsible for assuring that the procurement and award of Subcontracts for the Work are conducted in a manner consistent with Applicable Laws and the Contract Documents. Such responsibilities shall include, without limitation, compliance with the requirements of Connecticut General Statutes Sections 4b-91, 10-287(b)(1), 4a-100, 4a-60, et seq.; 4a-60a and 46a-68c, as applicable.

§ 19.9

(a) Compliance with CGS §4a-60:

(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, 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 insure 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Construction Manager 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 Construction Manager, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

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

(4) The Contractor agrees to comply with each provision of Connecticut General Statutes §4a-60 and Connecticut General Statutes sections 46a-68e and §46a-68f and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Connecticut General Statutes §4a-60 and Connecticut General Statutes § 46a-56.

(b) If this 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 project.

(c) The Contractor shall include the provisions of subsections (a) and (b) of this Section 3.1.11.3.1 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

§ 19.10

(a) Compliance with Connecticut General Statutes §4a-60a:

(1) The Contractor agrees and warrants that in the performance of the Contract the 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 of 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 the 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 Connecticut General Statutes §4a-60a, 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 Connecticut General Statutes §4a-60a and with each regulation or relevant order issued by said Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §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 Connecticut General Statutes §4a-60a and Connecticut General Statutes §46a-56.

(b) The Contractor shall include the provisions of subsection (a) of this Section 3.1.11.3.2 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

§ 19.11 This contract is subject to state set-aside and contract compliance requirements. The Contractor must comply with Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. The Contractor shall be required to make good faith efforts to place a minimum of twenty-five (25%) percent of the subcontracts awarded by the Construction Manager with eligible contractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of Connecticut General Statutes § 4a-60g, as amended (25% of the work with DAS-certified Small and Minority owned business(s) and 25% of that work with DAS-certified Minority, Women and/or Disabled owned businesses).

§ 19.12 Out of State Contractors and Subcontractors

If the Contractor is an "unverified contractor," as each such term as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7)(C) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (B) of Section 12-430(7).

§ 19.13 Payment of Subcontractors. The Contractor shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Owner pays the Contractor for such labor or materials.

§ 19.13.1 The Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall pay any amounts due any Sub-subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Contractor pays the Subcontractor for such labor or materials.

§ 19.14 Prevailing Wage

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on a hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

§ 19.15 Safety Training

To the extent required pursuant to Connecticut General Statute Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal

Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. If the date of this Agreement is on or after July 1, 2012, the Contractor shall also furnish proof, and shall cause its Subcontractors to furnish proof, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 19.16 Local Labor

To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof (Connecticut General Statutes §31-52).

§ 19.17 Compliance with Law/School Safety

§ 19.17.1 Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

§ 19.17.2 The scope of the Work does not, and will not under any circumstances, require any contact with students. The Contractor, its Subcontractors, and their respective employees, agents and representatives are hereby prohibited from making any verbal, physical, telephonic or electronic contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The Contractor shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the Contractor that such person may be a danger to the health or safety of the school community or its students, or at the request of the Owner, in its sole discretion. The Contractor shall include, and shall require its subcontractors to include, this section in all subcontracts for the Project.

§ 19.18 Background and Employment History Checks.

§ 19.18.1 To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the Owner, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

§ 19.18.2 Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and

each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the Owner (which request shall be made in the Owner's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children.

§ 19.18.3 The Contractor shall include, and shall require all Subcontractors to include this Section 19.18 in all subcontracts for the Project.

§ 19.18.4 By execution of the Contract, the Contractor represents and warrants that it has fully complied with the requirements of this Section 19.18. To the extent permitted by law, the Contractor agrees that upon the Owner's request, Contractor shall promptly provide the Owner with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Section 19.18. Failure by the Contractor to comply with its obligations under this Section 19.18 shall constitute a material breach of the Contract.

§ 19.19 If any provision of this Agreement or any other contracts among the Contract Documents is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the parties agree to substitute for the invalid provision the provision within the bounds of the law which most clearly effectuates the legal and economic intent of the invalid provision. »

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect repeatedly fails to certify payment as provided in Section 15.4 for a period of 30 days through no fault of the Contractor, or if the Owner repeatedly fails to make payment as provided in Section 4.1.3 for a period of 30 days beyond the date such payment is due to be paid, the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with Contract Documents and reasonable and direct costs incurred by reason of such termination. The notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within the applicable ten (10) day period, the Owner substantially takes such curative measures.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .6 abandons the Work;
- .7 submits an Application for Payment, sworn statement, release and waiver of liens/claims, affidavit or document of any nature whatsoever which is intentionally falsified; or

- .8 fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts and the Contract Documents or otherwise breaches its obligations under any subcontract with a Subcontractor.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, without prejudice and without waiving any other right or remedy the Owner may have, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment in accordance with the Contract Documents for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination.

§ 20.4 PAYMENT UPON TERMINATION

§ 20.4.1 Except for claims for such payments as the Owner is explicitly required to make upon termination pursuant to this Article 20, the Contractor hereby waives and forfeits all claims for payment and damages, including without limitation, anticipated profits.

§ 20.4.2 When making any payment upon termination required under this Article 20, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work; (2) valid claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that were included in the Contract Sum.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

§ 21.4 Intentionally Omitted.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

Intentionally Omitted.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)