

SUBCONTRACT

THIS AGREEMENT made by and between FIP CONSTRUCTION, INC., a Connecticut corporation with its principal place of business in Farmington, Connecticut, hereinafter referred to as "Contractor," and _____ a _____ corporation having its principal place of business at _____, hereinafter referred to as "Subcontractor."

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, Contractor and Subcontractor agree as follows:

CONTRACT DOCUMENTS:

1. Subcontractor hereby agrees to furnish all the necessary tools, apparatus, labor, supervision and/or materials to perform all the work set forth in Paragraph 2 according to the plans and specifications which Contractor has made available to Subcontractor, receipt whereof is hereby acknowledged by the Subcontractor. Said plans and specifications are listed in Exhibit A which is attached hereto and made a part hereof. The plans and specifications, Prime Contract and documents relating thereto executed by Contractor and _____, hereinafter referred to as "Owner," for a project referred to as _____ shall be incorporated into this Subcontract as if fully set forth herein (hereinafter referred to as the "Contract Documents") and the Subcontractor agrees to be bound to the Contractor by the terms of said Contract Documents.

SCOPE OF WORK:

2.1. The Subcontractor shall perform all the Work required by the Contract Documents necessary for the proper and complete performance and acceptance of the following:

SPECIFIC SCOPE OF WORK ITEMS:

1.

GENERAL:

1. Work performed on this Subcontractor's behalf by FIP Construction, Inc.'s forces, by mutual agreement or after proper notification per the terms of this Subcontract, will be credited against this Subcontractor's account at the rate of \$75 per hour for labor plus all applicable material costs. Additionally, a \$250 administrative fee will be assessed for processing of change orders related to each such occurrence.
2. The following documents are attached hereto and made a part hereof:
 - A. *Exhibit A – List of Documents*
 - B. *Prevailing Wage Requirements* (including Prevailing Wage Rate Schedule)
 - C. *Project Workforce Affirmative Action Hiring Goals*
 - D. *Nondiscrimination & Affirmative Action Provisions*
 - E. *Insurance Attachment*
 - F. *Appendix I – Administrative and Statutory Requirements*
3. The following documents are included herein and made a part hereof:
 - A. *CERT-104 Services Certificate for New Construction*
 - B. *CERT-141 Contractor's Exempt Purchase Certificate*
 - C. *Monthly Employment Utilization Report*
 - D. *M/WBE Payment Status Report*
 - E. *Interim Waiver and Release of Mechanics and Materialmen's Lien*
 - F. *Subcontractor Vendor Interim Waiver and Release of Mechanics and Materialmen's Lien*
 - G. *Request for Information*
 - H. *Submittal Cover Sheet*
 - I. *Contractor Statement of Legal Employees*
 - J. *Subcontractor Change Request*
 - K. *Certified Payroll Forms*
 - L. *Nonresident Contractor Informational Packet ... if applicable*

4. This Subcontract is assignable to the Owner at the discretion of the Owner and Contractor.
5. Subcontractor must cooperate with Contractor and Owner and permit Contractor, Owner, or a designated auditor or representative to review and audit the subcontractor's books and records in connection with any costs charged to the project and included in the price of any change orders.
6. Subcontractor is required to pay any amounts due any of its sub-subcontractors whether for labor performed or materials furnished within thirty (30) days after such Subcontractor received a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.
7. Subcontractor is required to submit a detailed Schedule of Values for all work to be performed under this agreement. This Schedule of Values must be approved by the FIP Project Manager prior to any payments being made.
8. Subcontractor is responsible for maintaining FIP's Project Schedule as developed and modified from time to time by FIP. Time is of the essence.
9. Change orders will not be approved without written authorization from FIP Construction's project manager only. All Subcontractor change requests will be submitted on FIP's *Subcontractor Change Request Form* (copies enclosed). If Subcontractor proceeds without a written change directive, FIP will not pay change claim.
10. All requests for information must be on FIP's *Request for Information* form (copies enclosed).
11. All work must be completed in compliance with FIP's *Safety & Health Program* which is available for review at our main office as well as at the field office. Particular attention must be given to Paragraph 2.7: Subcontractors' and Vendors' Responsibilities.
12. All work must be completed in compliance with FIP's *Quality Control Program* which is available for review at our main office as well as at the field office. Particular attention is to be paid to Section IV: Subcontractors.
13. Subcontractor is to provide FIP with monthly lien waivers at time of each requisition from all sub-subcontractors and suppliers (forms are enclosed).
14. Subcontractor is required to execute and return with executed Subcontract a *Contractor Statement of Legal Employees* (copies enclosed).
15. This project is tax exempt; *Contractor's Exempt Purchase Certificate* is enclosed.
16. Subcontractor is responsible for keeping construction site neat and orderly at all times. Debris and waste associated with Subcontractor's work shall be disposed of in a dumpster provided by FIP. The FIP Project Superintendent will issue a written notice to the Subcontractor in the event that cleanup is not performed satisfactorily and on a regular basis. FIP will then perform this work with other labor and backcharge the Subcontractor for all costs incurred for cleanup associated with Subcontractor's work. (See General Item No. 1.)
17. Loud, abusive language and/or conduct by Subcontractor's personnel will not be tolerated. Construction personnel reprimanded a second time will be dismissed from this construction project and not allowed to return.

2.2. The performance and completion of the work specified herein shall be done in a skillful, workmanlike and diligent manner, and all labor and material of every kind shall be good and sound quality, and Subcontractor shall finish said work fully and completely in strict accordance with the plans and specifications and within the time limits set forth in Paragraph 3 herein below.

2.3. Subcontractor shall submit samples and detailed erection drawings (shop drawings) for approval before fabrication and installation.

TIME OF COMMENCEMENT AND COMPLETION:

3. Subcontractor shall commence the work under this Subcontract on or before _____ and shall complete the work on or before _____. All work performed under this Subcontract shall be done at such times and in such manner as to maintain Contractor's then existing schedule for the project, time being of the essence.

COST AND PAYMENT:

4.1. The Contractor shall pay, out of funds received from the Owner, Subcontractor for the performance of the work hereunder, subject to additions or deductions by change orders, the total sum of _____ . Subcontractor shall be entitled to receive monthly progress payments for its work performed during the payment periods established in the Prime Contract. Progress payments become payable ten days after such payment has been received by Contractor from the Owner, **provided that** Subcontractor submits its requisition in a form satisfactory to Contractor on or before the 20th day of the month projected for work completed through the last day of the month. Retainage of seven and one-half percent (7.5%) of Contract Price will be withheld until completion of project. In addition, Subcontractor is required to deliver to Contractor with each monthly requisition a completed Interim Waiver and Release of Mechanics and Materialmen's Lien for the Work performed including Interim Waivers from all Subcontractor suppliers and all Subcontractor subcontractors.

4.2. Receipt of payment from the Owner for the Subcontractor's work is a condition precedent to Contractor's obligation to make payment to the Subcontractor, regardless of the reason for Owner's nonpayment, whether attributable to the fault of the Owner, the Contractor, the Subcontractor, or to any other cause. Payment as used in this clause shall include retainage, progress payments, payment for change orders and extra work, and final payment. The Subcontractor hereby acknowledges that it relies solely and exclusively on the credit of the Owner, not the Contractor, for payment for its work.

4.3. Final payment shall be made only with funds received by Contractor from the Owner and shall be due within thirty (30) days after the work described in this Subcontract is fully completed and accepted in accordance with the Contract Documents and final payment is received from the Owner, provided, however Subcontractor delivers to Contractor a complete release and waiver of lien for the work performed, including waivers by all Subcontractor's suppliers and all Subcontractor's subcontractors. Final payment to Contractor from the Owner shall be an express condition precedent which must occur before Contractor shall have any obligation to make final payment to Subcontractor. Any payments made under this Subcontract shall not operate as an admission on the part of the Contractor that this Subcontract or any part thereof has been complied with nor affect the right of the Contractor to hold the Subcontractor responsible for the faithful performance of all the terms and conditions hereof. The acceptance of the final payment due hereunder by the Subcontractor shall operate as a complete and full general release against the Contractor for any and all claims under this Subcontract.

4.4. Upon final completion, and as a condition thereof, Subcontractor shall furnish to Contractor two (2) sets of drawings showing "as-built" condition of the work to be performed hereunder.

CHANGES IN WORK AND SUBCONTRACTOR CLAIMS:

5.1. Without invalidating this Subcontract, Contractor may, at any time or from time to time, order additions, deletions or revisions in the work to be performed hereunder. All such changes in the work shall be authorized by a written change order issued by Contractor whereupon the sum due under Paragraph 4 hereunder and/or the delivery date under Paragraph 3 hereunder shall be adjusted if required. Signed cards for any time and/or materials required for extra work shall be prepared by Subcontractor on a daily basis and be provided to Contractor upon request.

5.2. Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays in writing. In the case of claims for extensions of time to this Subcontract completion date, such claim shall be made in writing to Contractor not more than twenty (20) days after the commencement or the first observance of delay. In the case of a continuing delay, only one claim is required. Failure to so notify Contractor in writing shall be deemed a waiver of any such claims by Subcontractor.

INSURANCE:

6. Prior to starting work, the Subcontractor shall obtain the required insurance from a responsible insurer and shall furnish satisfactory evidence to the Contractor that Subcontractor has complied with the requirements of this Paragraph 6. All said insurance policies, except the Worker's Compensation policy, shall name Contractor and Owner as additional insured and shall provide that the insurer will not cancel, reduce coverage or materially change the required policy without first giving Contractor thirty (30) days prior written

notice. Subject to the foregoing, Subcontractor shall procure and maintain the following policies in the stated minimum amounts:

Type of Policy:

Minimum Coverage:

- | | |
|--|---|
| a. Workers' Compensation Employer's Liability Insurance. | Statutory Coverage with limit of liability for Coverage B of \$250,000. |
| b. Subcontractor's Comprehensive General Liability Insurance (occurrence based) including Contractual Liability Coverage and including completed operations and liability assumed under this Subcontract and for property owned or occupied or used by or rented to the Subcontractor or in its care, custody or control and broad form property damage coverage and XCU coverage unless specifically waived by Contractor (but excluding Automobile Liability Insurance). | Bodily Injury \$1,000,000 per person; \$1,000,000 per occurrence and Property Damage \$1,000,000 per occurrence, or, in lieu of the preceding, \$3,000,000 Combined Single Limit Liability. |
| c. Automobile Liability Insurance for all owned, leased and/or rented automotive equipment. | \$1,000,000 Combined Single Limit Liability. |
| d. Upon request of Contractor, Contractor's Protective Liability in the name of FIP Construction, Inc. and other parties with an insurable interest. | Bodily Injury \$1,000,000 per person; \$1,000,000 per occurrence. |

INDEMNITY:

7. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and the Owner, their agents and their employees from any and all claims, liabilities, demands, damages, losses and expenses including all reasonable attorney's fees arising out of, connected with, incidental to, or resulting from the performance of the work of the Subcontract to the extent caused by any negligent act or omission, willful misconduct, breach of the Subcontract, breach of warranty or fault of the Subcontractor, any of its sub-subcontractors or suppliers of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, demand, loss or expense is caused in part by a party indemnified hereunder. Said 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 Paragraph. This indemnification obligation shall survive the completion of the project or termination of the Subcontract to the maximum extent allowed by law. Nothing in this Paragraph shall be construed as obligating the Subcontractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence or willful misconduct of any such indemnified party, or such party's agents or employees.

WARRANTY:

8.1. Unless otherwise provided in the Contract Documents, Subcontractor warrants to Contractor that all materials and equipment furnished under this Subcontract shall be new and shall be of good quality, free from faults and defects and in conformance with the Contract Documents. The Subcontractor shall correct, without cost to Contractor, within thirty (30) days or such longer period as reasonably necessary while proceeding with due diligence, any defects due to faulty workmanship or materials which appear during the first year (or such longer period as may be established in the specifications) after final delivery of possession and occupancy of the Building by Contractor to the purchaser thereof.

8.2. All guarantees, warranties, and/or bonds of and for material and workmanship running in favor of Subcontractor shall be assigned to the Owner on or before completion of construction.

COMPLIANCE WITH LAWS:

9. Subcontractor agrees that in the performance of the work under this Subcontract, it will comply with all applicable Federal, state and municipal laws, codes, regulations and ordinances, and Subcontractor shall indemnify and save Contractor harmless for its direct or indirect failure to comply herewith.

SAFETY:

10.1. The Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed hereunder and agreed further to conform to all safety and health regulations and programs issued by Contractor. Subcontractor shall comply with the provisions of the Occupational Safety and Health Act of 1971, as amended, and the Construction Safety Act of 1969, as amended, while employees of Subcontractor are engaged in work at the project.

10.2. Contractor operates its projects with an assured equipment grounding program which conforms with outlines established by O.S.H.A. subpart K 29 CFR 1926, Requirements. Any subcontractor/user requiring electrical power provided by Contractor shall be responsible for conforming to an O.S.H.A. approved equipment grounding conductor program.

ASSIGNMENT:

11. The Subcontractor shall not assign this subcontract, or any of the rights or interests created hereunder, or sublet the work covered by this Subcontract without the prior written consent of the Contractor. The Subcontractor shall not hypothecate, pledge, or assign any payments coming due hereunder without the prior written consent of the Contractor. Any assignment or attempt to assign this Subcontract or any rights hereunder or the subletting of any work without Contractor's written consent, shall, at the option of the Contractor, operate as a cause of termination of this Subcontract and Subcontractor's rights hereunder and the rights of the parties shall be determined in the same manner as though the Subcontractor failed and refused to continue to perform this Subcontract.

CLEANING UP:

12. The Subcontractor shall at all times keep the building and premises free from waste material and rubbish arising out of the work covered hereunder. Unless otherwise provided, the Subcontractor shall not be held responsible for unclean conditions caused by the Contractor or other subcontractors. Subcontractor shall place all debris in container furnished on site by General Contractor and leave area broom clean.

INSPECTION AND APPROVAL:

13. All workmanship and materials shall be subject at all times to inspection and approval of Contractor. The Subcontractor shall within twenty-four (24) hours after receiving written notice from Contractor to that effect proceed to remove from the site or building all materials condemned by Contractor as unsound, improper or as in any way failing to conform to the Contract Documents. The Subcontractor shall thereafter, at its own expense, correct and rectify the same without any adjustment of time for any delay thereby occasioned.

TERMINATION:

14.1 The Contractor may terminate this Subcontract whenever it determines in its sole discretion that such termination is in the best interest of the Contractor or the Owner. The Subcontract may be terminated in whole or in part at any time either for the Contractor's or Owner's convenience without cause or as a result of the failure of the Subcontractor to fulfill its Subcontract obligations, by delivery to the Subcontractor of a written notice of termination. If the termination is for the convenience of the Contractor or Owner, the Subcontractor will be entitled to receive reasonable compensation for services already satisfactorily performed and accepted. No amount will be allowed for anticipated profit on unperformed services. The Contractor will determine the amount of such compensation.

14.2 If the Subcontractor becomes insolvent, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if Subcontractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to its subcontractors or for materials and labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Subcontractor may be deemed by the Contractor to have materially breached this Subcontract. In the case of a breach, as indicated herein or as might otherwise be determined by law, then the Contractor may, after giving three (3) days written notice to the Subcontractor during which period Subcontractor fails to commence and continue to cure such breach with diligence and promptness, at its discretion, terminate this Subcontract or any part thereof, by giving written notice thereof to the Subcontractor. In case of such termination, the Contractor may use any and all materials, equipment, or tools, furnished by or belonging to Subcontractor either at or for the work to be performed pursuant to this Subcontract. Subcontractor, on termination, will be deemed to have offered to Contractor an assignment of all of its subcontracts and purchase orders relating to said work. The Contractor may, at its discretion, do whatever is necessary to assure performance of any terminated work, and to take action, if necessary, in the Subcontractor's name. The Contractor may withhold from Subcontractor any monies due or to become due under this or any other contract to offset the damages incurred or possibly to be incurred as a result of the breach. In case of a breach, the Subcontractor shall be liable to Contractor for any and all additional costs, expenses, attorney's fees and other damages, both liquidated and unliquidated, which directly or indirectly result from Subcontractor's breach.

LABOR RELATIONS/WORK STOPPAGES:

15.1. The Subcontractor shall do whatever is necessary in the prosecution of its work to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes. Where a Collective Bargaining Agreement exists, Subcontractor warrants that it will remain in full force and effect between Subcontractor and the appropriate trade union or unions for the duration of this Subcontract. Subcontractor agrees to furnish Contractor with evidence satisfactory to Contractor, that all wage and fringe benefits payments under any Collective Bargaining Agreement have been made and are being kept current. Whenever Subcontractor has knowledge of any actual or potential labor disputes which may delay or threaten to delay the timely performance of this Subcontract, Subcontractor shall immediately give notice thereof to Contractor. If, in the sole discretion of Contractor, Subcontractor's presence on the job causes picketing or other obstructive union activity, or if Subcontractor is unable or unwilling to perform its work for any period of time as a result of picketing or other obstructive union activity, or if Subcontractor fails to act in any other manner as required hereunder, such shall be deemed a material breach and default of this Subcontract and Contractor shall have the right to immediately remove Subcontractor from the job and pursue the rights and remedies accorded to Contractor by this Subcontract for Subcontractor's default.

15.2. If, in the event of a strike or dispute involving or affecting the labor employed by the Subcontractor or its subcontractors, the Subcontractor's work is stopped for a continuous period of five (5) business days or more, then such work stoppage shall be a breach hereof and thereupon the Contractor, on five (5) business days written notice to the Subcontractor, may at its option, terminate this Subcontract. In that event, Contractor shall pay Subcontractor in full settlement of all claims by Subcontractor hereunder such proportion of the Subcontract price due to Subcontractor hereunder as the subcontract work actually completed bears to the entire subcontract work contemplated under this Subcontract, as determined by Contractor, less payments already made to Subcontractor; and, further, less any damages due to delay in the construction schedule and increased costs due to substitution of a new subcontractor.

TAXES AND PERMITS:

16. Subcontractor shall pay all sales taxes, use taxes, excise taxes, or other similar taxes upon the labor or materials furnished under this Subcontract. Subcontractor shall secure all permits, fees and licenses necessary to perform the work described in this Subcontract.

MECHANIC'S LIENS:

17. If the land and Building at which the Work is to be performed, shall become subject to a lien or liens, or if a lien is filed against such land and Building by the Subcontractor's subcontractors or suppliers, then, and in the event, the Contractor shall have the right at any time to retain from the monies due the Subcontractor enough to pay and satisfy all the claims and demands for which a lien or liens may have been or may hereafter be filed, provided that this shall not impair the right of the Contractor to hold the Subcontractor liable for any breach of this Subcontract. If the land and Building shall be subject to lien as aforesaid, the Subcontractor shall pay and discharge all liens and all claims of those having the right to file liens, and shall furnish Contractor a release of liens by all those having liens and of claims of those having the right to file the same before the final payment shall be made, and shall moreover indemnify and save harmless the Contractor from all recoveries, costs, attorney's fees and expenses that may be incurred by the Contractor by reason of the filing of such liens, or of the right to file such liens.

MANDATORY ARBITRATION:

18.1. It is hereby agreed by the parties to this Subcontract that any and all disputes, controversies, claims, or other matters in question arising out of, relating to or concerning this Subcontract or the breach thereof shall be submitted to and settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; and such arbitration and the decision of three arbitrators selected pursuant to said Rules shall be a mandatory precondition to any right of legal action, including but not limited to applications for prejudgment remedies, injunctions, or restraining orders, any party may have against the other. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

18.2. No less than thirty (30) calendar days prior to initiating arbitration with the American Arbitration Association, the party claiming to be aggrieved shall give to the opposing party a written notice of its intent to initiate such arbitration. Initiation of arbitration by the party claiming to be aggrieved shall not negate or preclude the right of any other party to assert a counterclaim in accordance with the aforesaid Rules of the American Arbitration Association. Initiation of arbitration shall be made within a reasonable time after the dispute, controversy, claim or other matter in question has arisen, and in no event shall it be so initiated more than one year after the work specifically called for under this Subcontract has been finally completed.

18.3. If any party fails to appear before the arbitrators after due notice has been given to it, the arbitrators may nevertheless proceed to hear and determine the case submitted to them upon the evidence produced by the other party.

18.4. The award of the arbitrators may include interest and a reasonable attorney's fee in favor of the prevailing party. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any state or federal court having jurisdiction thereof.

18.5. The terms of this subsection relating to mandatory arbitration shall not be construed to supersede, repeal or negate any other terms of this Subcontract, any other subcontract of Prime Contract; and in the event of conflict, the terms of this subsection shall be construed so as to conform to an effectuate such other terms.

MISCELLANEOUS:

19.1. Governing Law: This Agreement shall be governed and construed pursuant to the laws of the State of Connecticut.

19.2. Captions: Any paragraph titles or captions contained in this Subcontract are for convenience only and shall not be deemed part of the context of this Subcontract.

19.3. Binding Effect: This Subcontract shall bind Contractor and Subcontractor, their respective successors and assigns.

19.4. Punch List: Subcontractor shall promptly perform any and all punch list work submitted to it by the Contractor.

IN WITNESS WHEREOF, Contractor and Subcontractor have hereunto set their hands and seals this _____ day of _____, 20_____.

FIP CONSTRUCTION, INC.

By _____
Its

By _____
Its

AN AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (M/F/D/V) EMPLOYER



SOUTHERN CONNECTICUT STATE UNIVERSITY
 NEW ACADEMIC LABORATORY BUILDING
 NEW HAVEN, CT

State of Connecticut Department of Construction Services
 Project No. BI-RS-283-Contractor

INSURANCE ATTACHMENT

Notwithstanding Section 6 of this Subcontract, the Subcontractor shall maintain and shall cause each sub-subcontractor to maintain insurance for not less than the limits, and in accordance with the provisions, set forth below:

TYPE OF POLICY:	MINIMUM COVERAGE:
a. Commercial General Liability: Including Bodily Injury and Property Damage. Policy must include: Explosion, Collapse and Underground Hazards; Completed Operations Coverage; Contractual Liability. Policy must be on the Insurance Services Office (ISO) 2001 form or equivalent. It is the responsibility of the Subcontractor to maintain general liability coverage on an occurrence form including completed operations for a period of 5 years beyond final payment.	<u>\$1,000,000.00.</u> Combined Single Limit Each Occurrence <u>\$2,000,000.00.</u> Annual Aggregate/On a per Project Basis
b. Commercial Automobile Liability: Including Bodily Injury and Property Damage (Owned, Hired, and Non-Owned)	<u>\$1,000,000.00.</u> Combined Single Limit Each Occurrence No Aggregate
c. Professional Liability:	Not Required.
d. Worker's Compensation: Coverage applies in the state work is performed.	<u>\$1,000,000.00.</u> Minimum Employers Liability; W/C Statutory Limits Required.
e. Umbrella Liability:	Contracts amount of <u>\$1.00 to \$500,000.00:</u> <u>\$1,000,000.00</u> Each Occurrence: <u>\$1,000,000.00</u> Annual Aggregate. Contracts amount of <u>\$500,000.01 to \$1,000,000.00:</u> <u>\$2,000,000.00</u> Each Occurrence: <u>\$2,000,000.00</u> Annual Aggregate. Contracts amount of <u>\$1,000,000.01 to \$10,000,000.00:</u> <u>\$5,000,000.00</u> Each Occurrence: <u>\$5,000,000.00</u> Annual Aggregate. Contracts amount of <u>\$10,000,000.01 to \$30,000,000.00:</u> <u>\$10,000,000.00</u> Each Occurrence: <u>\$10,000,000.00</u> Annual Aggregate.

TYPE OF POLICY:	MINIMUM COVERAGE:
	Contracts amount of <u>\$30,000,000.01</u> to <u>\$80,000,000.00</u> : <u>\$15,000,000.00</u> Each Occurrence: <u>\$15,000,000.00</u> Annual Aggregate.
	Contracts amount of <u>\$80,000,000.01</u> to <u>\$150,000,000.00</u> : <u>\$20,000,000.00</u> Each Occurrence: <u>\$20,000,000.00</u> Annual Aggregate.
	Contracts amount of <u>\$150,000,000.01</u> to <u>\$300,000,000.00</u> : <u>\$25,000,000.00</u> Each Occurrence: <u>\$25,000,000.00</u> Annual Aggregate.

In addition to the preceding, the Commercial General Liability policy must include an endorsement or endorsements naming the Contractor, Owner, and others as required by the Contract Documents as additional insureds on a primary and noncontributory basis. Only the following ISO endorsements or their equivalents are acceptable:

- CG2010 (11/85), or
- CG2010 (10/01) when used with CG2037 (10/01), or
- CG2033 (10/01) when used with CG2037 (10/01).

The Commercial General Liability and Worker's Compensation policies must include an endorsement that waives the insurance company's right of subrogation against the Contractor and the Owner.

The Umbrella Liability policy must name the Contractor, Owner and others as required by the Contract Documents as additional insureds.

Certificates that evidence all such insurance shall be filed with the Contractor prior to the commencement of any work at the project location. Policies cannot be modified or canceled with less than thirty (30) days' notice of such action by registered mail to the Contractor. The words "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES" shall be deleted from the certificate form's cancellation provision.

The description of operations section of the Certificate of Insurance must include the following:

- A statement that the policies evidenced meet all the insurance requirements provided under the Subcontract Agreement between the Contractor and the named insured Subcontractor.
- A list of all additional insureds required by the Contract Documents.
- A statement that the worker's compensation policy provides coverage in the State of Connecticut.
- The worker's compensation and general liability policies include a waiver of subrogation.

SOUTHERN CONNECTICUT STATE UNIVERSITY
NEW ACADEMIC LABORATORY BUILDING
NEW HAVEN, CT

State of Connecticut Department of Construction Services
Project No. BI-RS-283-CMr

APPENDIX I
ADMINISTRATIVE AND STATUTORY REQUIREMENTS

Refer to Appendix I which is attached to this Subcontract and includes pertinent requirements for this Subcontract as well as specific requirements for inclusion in sub-subcontracts.

Please note in particular the following items:

- Non-discrimination: See section 1, subsections (b)(1), (e), (g), and (h)
- Executive Order Number Sixteen of Governor John G. Rowland concerning violence in the workplace. See subsection 2.5
- Sexual Harassment: See subsection 3
- Confidentiality of Documents: (See subsection 7)
- State's Rights of Inspection; Audit and Collection; Maintenance of Records: See subsection 12

APPENDIX I

Administrative and Statutory Requirements

For the purposes of this Appendix I, the word "contractor" is substituted for and has the same meaning and effect as if it read, Construction Manager at Risk ("CMR"). References to "contract" shall mean this CMR Agreement.

1. Nondiscrimination And Affirmative Action Provisions:

A. Non-Discrimination

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies

of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to 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 this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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, 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.

2. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

- 2.1 The contractor agrees to abide by such Executive Orders.
- 2.2 The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the General Statutes) or Section 4a-100 of the General Statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- 2.3 This contract may be cancelled, terminated, or suspended by DCS or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
- 2.4 The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- 2.5 This contract may be cancelled, terminated, or suspended by DCS or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

3. Sexual Harassment

This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy"), which Policy has been adopted by the Department of Construction Services, and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy. The contractor agrees to include a

copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

Sexual Harassment Policy Statement

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

Signed by Commissioner Raeanne V. Curtis on May 30, 2008

4. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

5. Whistleblowing

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the CMR takes or threatens to take any personnel action against any employee of the CMR 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 CMR shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State 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 CMR.

6. Set-Aside Program

CMR shall award not less than 25% of the cost of construction to Subcontractors who are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 6.25% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes Section 4a-60g through 4a-60j. This requirement must be met even if CMR is certified and eligible to participate in the Small Business Set-Aside Program. CMR shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission ("CHRO"). The affirmative action plan must be approved by the CHRO as a condition precedent to approval of the Guaranteed Maximum Price and the GMP Amendment to this Agreement.

7. Confidentiality of Documents

The CMR agrees on behalf of the CMR and the CMR's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records, or other documents to the extent necessary for the performance of the CMR's work and duties under this Agreement. This limitation on use applies to those items produced by the CMR, as well as to those items received by the CMR from the Owner or others in connection with the CMR's work and duties under this Agreement.

The CMR further agrees that said drawings, specifications, maps, reports, records, and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Owner.

The CMR further agrees that each of its subcontracts and any relevant sub-subcontracts, as appropriate shall contain the following provision:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract Work shall only be utilized to the extent necessary for the performance of the Work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this contract. No other disclosure shall be permitted without the prior written consent of the State of Connecticut Department of Construction Services (Owner). When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

8. Annual Certification

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the CMR shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DCS signs the contract.

9. Campaign Contribution Restriction Provision

For all State contracts as defined in Subsection 9-612(g) of the Connecticut General Statutes, as amended by Public Act 10-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice ("Notice") advising state contractors, as defined in Subsection 9-612(g) of the Connecticut General Statutes, as amended by Public Act 10-1, of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such Notice. The Notice issued by the State Elections Enforcement Commission, an SEEC Form, is appended as "Attachment" and incorporated herein by reference.

10. Construction Safety and Health Course

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, the CMR shall furnish proof to the Labor Commissioner at such time as the weekly certified payroll form is completed for the first week each person begins work on such project, that any such person performing manual labor on the Project, pursuant to this Agreement, has

**Standard Form of Agreement Between Owner and
Construction Manager-At-Risk (CMR)
For Guaranteed Maximum Price (GMP)**

Page 6 of 10

completed a course of at least ten (10) 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 (10) hours of training in accordance with 29 CFR 1910-268. Any person required to complete such course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner shall enforce this provision.

11. Freedom of Information Act

The Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"). Information relating to the CMR, its Subcontractors and their affairs received or maintained by the Owner may constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.

12. State's Rights of Inspection, Audit and Collection; Maintenance of Records

- (a) All services performed by and material supplied by the Contractor under this contract shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Contractor shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Contractor agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this contract.
- (e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Contractor also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Contractor shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

13. Disclosure of Records

This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this statute, each contract in excess of Two Million Five Hundred Thousand Dollars between a public agency and an entity or person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes as revised.

14. Forum and Choice of Law

12.15.11

Project No.: BI-RS-283 CMR
Core CT No.: _____

**Standard Form of Agreement Between Owner and
Construction Manager-At-Risk (CMR)
For Guaranteed Maximum Price (GMP)**

Page 7 of 10

The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Sovereign Immunity

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

ATTACHMENT

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below).

Campaign Contribution and Solicitation Limitations

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

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive

responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

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

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

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

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