

**PROJECT MANUAL
FOR
Watson Hall Flooring
Replacement**

**UNIVERSITY OF CONNECTICUT
STORRS CAMPUS
Storrs, Connecticut**

PROJECT #902065

UConn
UNIVERSITY OF CONNECTICUT

**January 29, 2016
ARCHITECT/ENGINEER OF RECORD:
University of Connecticut**

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INVITATION TO BID

January 29, 2016

DUE DATE: February 18, 2016
TIME: 2:00 p.m.
LOCATION: University of Connecticut
Capital Projects & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, CT
Attn: Walt Dalia

The University of Connecticut is accepting sealed bids (Faxed Bids will not be accepted) for:

**Watson Hall Flooring Replacement
Project #902065
UNIVERSITY OF CONNECTICUT
Storrs, CT**

Bids must be submitted on the forms supplied and in the manner specified within the Bid Documents. Information regarding this project may be found at www.cpcu.uconn.edu; OR www.das.ct.gov/cr1.aspx?page=12

Project Description

The purpose of this project is to remove and abate the flooring and cove molding and replace with new in the Watson Hall. This building is located on the Storrs Campus of the University of Connecticut, Storrs, Connecticut.

Scope of Work

The following generally describes the proposed scope of work. Refer to the complete set of Drawings: information:

- Remove existing flooring and cove molding on all six floors
- Perform abatement as required
- Level floors after abatement
- Install new VCT flooring and cove molding
- Install black rubber thresholds
- Apply three coats of wax
- Removal of all debris caused by this contract

PROJECT SITE VISIT

There will be a job-site informational walkthrough on **Wednesday, February 3, 2016 at 9:00 a.m.** This walkthrough is **not mandatory** as this will provide another opportunity to visit and view the project site. Meet in the **Purchasing Conference Room, 2nd floor located at 3 North Hillside Road, Storrs, Connecticut.** The Pre-Bid Conference will commence promptly at the time noted herein. There are limited short-term visitor parking spaces around the Purchasing Building. The North Parking Garage is recommended to all vendors as parking on campus is at your own risk.

REQUEST FOR INFORMATION PROCEDURE

No questions will be accepted after 2:00 p.m. on Monday, February 8, 2016. All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with the Office of Capital Projects and Contract Administration prior to bid submission.

Bids will be accepted at the Office of Capital Project and Contract Administration, 3 North Hillside Road, Storrs, CT 06269 until 2:00 P.M. local time on Thursday, February 18, 2016 at which time they will be publicly opened and read.

The Bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the amount bid. All bonds required for this Project shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". (Required on bids equal to or in excess of \$50,000)

The successful Contractor shall be required to provide a Labor and Material Payment Bond and a Performance Bond for one hundred percent (100%) of the Contract price. (Required on bids equal or in excess of \$100,000)

In the bidding of most deferred maintenance, major renovation, and new construction projects, contractors are advised that they must award thirty percent (30%) or more of the values of their awarded contracts to certified SBE's; and, of that amount, one third of it (10% of the total award) or more must be awarded to SBE's who are also MBE's. The contractors are responsible for ensuring that they and the SBE's they have elected are eligible contractors, and that they meet State requirements.

The University reserves the right to reject any or all Bids, in whole or in part, to award any item, group of items, or total Bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of the University.

No Bidder may withdraw its Bid within **ninety (90) days** of the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the University and the Bidder.

Walt Dalia
Purchasing Agent II
Capital Projects and Contract Administration

Instruction to Bidders

ARTICLE 1 GENERAL PROVISIONS

1.1 Connecticut Sales and Use Tax

1.1.1 The University of Connecticut is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid. A Sales Tax Certificate is available from the Purchasing Department upon written request.

1.2 Contractor's Qualifications

1.2.1 Each Bidder shall submit a completed University of Connecticut Contractor's Qualification Statement demonstrating that it satisfies the University's objective criteria for evaluating qualifications. Additionally, for projects \$500,000 and over the Contractor must be Pre-Qualified by the Department of Administrative Services for the work of this project.

1.2.2 Each Bidder shall demonstrate, to the satisfaction of the University, that it is able to post surety bonds satisfactory for the project and required by the Contract and that it possesses the financial, managerial and technical ability, and the integrity necessary to faithfully and efficiently perform the work for which it submits a bid, without conflict of interest.

1.2.3 The University shall evaluate whether the bidder is qualified based upon the bidder's experience with projects similar to that, for which the bid is submitted, the nature of the University's experience, if any, with the Bidder on prior or ongoing University of Connecticut projects, and upon the above-stated and following objective criteria:

1.2.3.1 Previous Experience

- .1 The Bidder must show or be able to demonstrate to the satisfaction of the University that it possesses the ability and capacity to successfully complete the project through the satisfactory past performance of work of a similar nature, size, scope, and comparable dollar value to that of the subject work/projects.
- .2 The Bidder shall demonstrate to the satisfaction of the University that it has maintained a satisfactory level of performance on such similar work continuously over a 5-year period preceding the date of the Bid. If the Bidder is unable to do so, it must include in the Qualification Statement any

and all information demonstrating its ability and capacity to perform the Work.

- .3 The Bidder shall be able to furnish references from Owners, Architects, or Engineers indicating that it has satisfactorily and timely completed work similar to the project being bid. If delays occurred, evidence explaining and exonerating the Bidder shall also be provided.
- .4 The Contractor shall be able to demonstrate expertise in the various types of major trades or work required on the work/projects listed by example of successfully completed similar projects.
- .5 All Contractors and major subcontractors must possess, at the time the Bid is submitted, a valid license, registration or certification issued by the Department of Consumer Protection in accordance with Connecticut General Statutes Section 20-341gg if a project(s) is for a "Threshold Building" as defined in Connecticut General Statutes Section 29-276b. Otherwise they are excluding themselves from that particular project(s) in their submission. If a joint venture, all joint venture partners shall be so licensed, registered or certified.
- .6 If a Bidder intends to perform the work of any trade(s) with its own forces, and a license, registration or certification is required by the State of Connecticut in order to perform that work, the Bidder shall hold a valid license or registration to perform work at the time its Bid is submitted. If a joint venture, all joint venture partners shall be so licensed, registered or certified.
- .7 The Bidder shall demonstrate to the satisfaction of the University that it has a Quality Assurance/Quality Control Compliance program currently in place.

1.2.3.2 Financial Ability/bonding Capacity

- .1 The Bidder shall demonstrate that it has sufficient bonding capacity to perform the work in question, is bonded through a surety or sureties possessing a history of responsibility, financial stability and resources satisfactory to the University, and is able to post surety bonds which may be required by any contract for which it intends to bid.
- .2 The Bidder shall demonstrate, through the materials submitted in its Qualification Statement that it possesses sufficient financial resources and stability, and is otherwise financially responsible and able to satisfactorily perform and complete the work for which it intends to bid.

1.2.3.3 Managerial Ability

- .1 The Bidder shall have on its payroll, or must be able to prove that it customarily employs managerial and supervisory personnel of the type qualified to perform the kind of work which may be called for on any project for which it intends to bid.
- .2 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the managerial resources, capability and commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .3 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that they have a Quality Assurance / Quality Control Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .4 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that they have their own Health and Safety Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .5 If the Bidder's workers compensation experience modification rating is in excess of 1.00, the bidder shall demonstrate to the satisfaction of the University with their submission, a letter detailing the reasons why your rating is in excess and what managerial commitment your firm is taking to reduce its rating as necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.

1.2.3.4 Technical Ability

- .1 The Bidder or its principals shall own or possess rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for which it intends to bid.
- .2 The Bidder or its principals shall have adequate physical facilities in which and from which the Work can be performed.
- .3 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the technical capacity, resources, capability, and commitment necessary for and satisfactory to the University, for the proper performance of the Work for which it submits a bid.

1.2.3.5 Integrity

- .1 The Bidder shall have a record of harmonious, cooperative, non-adversarial and honest relationships with Owners, including the University of Connecticut and the State of Connecticut if the Bidder has performed work on prior University or State projects, as well as, with Architects, Engineers, and Consultants, Subcontractors and Suppliers on prior State projects or other project.
- .2 The Bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA, or of any standard, order or regulations promulgated pursuant to such act, during the 5-year period preceding this bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citations have been set aside following appeal to the appropriate agency or court having jurisdiction.
- .3 The Bidder shall not have received one or more criminal convictions related to the injury or death of any employee in the 5-year period preceding this bid.
- .4 The Bidder shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms that have been found in violation of the National Labor Relations Act, 29 U.S.C. 151 et seq., by the National Labor Relations Board and by a final decision rendered by a federal court or that have been found in contempt of court by a final decision of a federal court for failure to correct a violation of said National Labor Relations Act on three or more occasions involving different violations during the five preceding calendar years, if the first day of July following publication of said list has occurred less than three years prior to the Award of any Contract to the Bidder.
- .5 The Bidder, or any entity in which the Applicant has an interest, shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms whom he has found to have disregarded their obligations under Connecticut General Statutes Section 31-53 and 31-76c to employees and subcontractors on public works projects or to have been barred from federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2, if said list has been published less than three years prior to the Award of any Contract to the Bidder.

- .6 The bidder shall demonstrate that it and its subcontractors on its previous projects have a satisfactory record of compliance with the provisions of Part III of Chapter 557 and Chapter 558; (Connecticut General Statutes Sections 31-52 through 31-57e and 31-58 through 31-761 respectively) during the five calendar years immediately preceding this Application.
- .7 The bidder shall demonstrate that it has a satisfactory record of compliance with Connecticut General Statutes Sections 1-79 through 1-101, pertaining to Codes of Ethics for Public Officials and Lobbyists, including but not limited to Section 1-84, listing prohibited activities including the giving of “gifts”, as defined therein, to public officials and employees during the five years immediately preceding this bid.
- .8 The Bidder or its principals shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy or other offenses arising out of the submission of bids or proposals on public works project or contracts.
- .9 The Bidder shall not be the subject of any order in effect which has been issued by the Commission of Human Rights and Opportunities, pursuant to Connecticut General Statutes 46a-56 or any regulation, prohibiting any contracting agency of the State of Connecticut from entering into contracts with the Bidder. The Bidder shall also not be listed in any current list compiled by the Commission of contractors whom it has found to be in non-compliance with anti-discrimination or contract compliance statutes, nor shall the Bidder be the subject of any unabated or unexpired Notice of Non-Compliance issued by the Commissioner.
- .10 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that, by its past and present actions and conduct, and that of its principals and principal employees, it possesses the integrity necessary for, and satisfactory to the University, for the proper performance of the Work for which it submits a bid.

1.2.3.6 Conflict of Interest

- .1 The Bidder shall disclose and identify to the University, with its Qualification Statement, any relationships which may constitute a potential conflict of interest with Purchasing, Architectural & Engineering Services, Capital Project & Contract Administration, or any other University organizations or department; or architect, engineer, consultant, or designer of the proposed project(s) for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part

of the University, which shall determine whether an impermissible conflict exists.

- 1.2.3.7 The University also reserves the right to find any Bidder to be non-responsible or non-qualified with respect to a specific project, notwithstanding the fact that it may have previously been selected for previous projects for the University.

1.3 Academic Schedule

- 1.3.1 It is important to the University, in order to maintain the integrity of its ongoing academic activities, that its rules and regulations and the requirements of the Contract Documents, regarding noise control, traffic control etc. and other matters which may affect its operations be strictly adhered to, and that its academic schedule be maintained. Therefore, all Bidders shall familiarize themselves with and comply with the academic schedule of the University, and its regulations regarding noise, traffic, etc. which are available from Architectural and Engineering Services. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to, sawing, drilling, and hammering/jackhammering. The Contractor shall keep the University Representative informed as to the location of its operations to enable necessary precautions or co-ordination to be implemented.

1.4 Non-Discrimination and Affirmative Action Provisions

- 1.4.1 Non-discrimination. References in this section to "Contract" shall mean the execution of AIA 101 or Purchase Order Contract; and references to "Contractor" shall mean the person or entity who will be solely responsible for execution of the work.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (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, 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. 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, 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; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor

agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) 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.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut

to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (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.
- (h) The Contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, 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.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does 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-

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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).

1.5 Union Labor

1.5.1 Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Bidders submitting proposals for this work.

1.6 Labor Market Area

1.6.1 All Bidders shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the work under the Contract is to be done and the penalties for violations.

1.7 Wage Rates

1.7.1 If this project involves new construction of a building or other structure or improvement, and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then:

.1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) 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 project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

1.7.2 The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary or prevailing wages for this project, and is hereby incorporated and made a part of the Contract Documents.

1.7.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

- 1.7.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- 1.7.5 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.
- 1.7.6 **Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

ARTICLE 2 BIDDERS' REPRESENTATIONS

- 2.1 The amount of each Bid shall be deemed to include the entire cost and expense of every item of labor, material and overhead necessary to complete the work bid upon, as specified, in full detail ready for use. The risk of all such costs and expenses shall be deemed assumed by the successful Bidder. The University shall assign a University Representative to work with the successful Contractor as a liaison.
- 2.2 In performing its obligations under this Contract, the Contractor agrees to comply with all applicable states, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1 Bid Clarifications, Addenda and Interpretations

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- 3.1.1 No interpretations of the meaning of the Drawings, specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.
- 3.1.2 Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Capital Projects and Contract Administration's Department website; www.cpga.uconn.edu. for all prospective Bidders to access or for those without access to a computer you can obtain them through Joseph Merritt, no later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
- 3.1.3 The number of days shown in 3.1.1 and 3.1.2 may differ from the actual dates given in an Agenda for a Pre-Bid or Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Bid or Proposal is extended by Addendum, in which case the number of days will again apply unless stated differently in the Addendum.
- 3.1.4 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

ARTICLE 4 BIDDING PROCEDURES

4.1 Request for Information

- 4.1.1 Enclosed with this Invitation to Submit Proposals Manual is a Request for Information Form (RFI). All questions/clarifications must be submitted in writing on this form and before the prescribed RFI Deadline. No verbal questions will be answered. All answers to RFI's will be issued in a Bid Clarification/Addenda. Form is at the end of this document.

4.2 Form of Proposal

- 4.2.1 Enclosed with this Invitation to Submit Proposals Manual is a Form of Proposal. Bids shall be submitted on a copy of this form. Additional instructions to bidders including information on submission of bids and award and Contract appear on this form. All documents required by these Bid Documents must be returned with your Bid.

4.3 Bids and Rejection of Bids

- 4.3.1 General Bids shall be for the complete work as specified and shall include the names of any Subcontractors for the classes of work specified in the Form of Proposal, and for each other class of work for which the University has required a separate section and the dollar amounts of their subcontracts, and the General Contractor shall be selected on the basis of such general Bids. It shall be presumed that the general Bidder intends to perform with its own employees all work in such four classes and such other classes, for which no Subcontractor is named. The general Bidder's qualifications for performing such work shall be subject to review by the University pursuant to the Bid and the Contract Documents.
 - 4.3.2 Bids shall be submitted only on the forms furnished for the specific project, which shall include a completed Form of Proposal containing all information required on the Proposal form, executed with an original signature by a duly authorized officer or representative of the Bidder, and, in the case of a Joint Venture, by duly authorized representatives of each Joint Venture. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected.
 - 4.3.3 Any Bids received after the scheduled closing time for the receipt of Bids will be returned to the Bidders unopened.
 - 4.3.4 Any Bid once deposited with the University of Connecticut may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Bid for the project designated or identified project.
- 4.4 Bid Security
- 4.4.1 Each Bid must be accompanied by a certified check payable to the order of the University of Connecticut, or the Bid may be accompanied by a Bid Bond in the form required by the University, having as surety thereto such surety company or companies acceptable to the University and as are authorized to do business in this State, for an amount not less than 10 per cent of the Bid. All checks submitted by unsuccessful Bidders shall be returned to them after the Contract has been awarded. Bid Security is not required for projects under \$50,000.00.
 - 4.4.2 Failure of the successful Bidder to file the required Performance and Labor & Material bonds shall be just cause for the amount of the security deposited with the Bid to be forfeited, any part of the whole of which may be used to make up the difference between the Bid of the defaulting Bidder and the Bid of the next lowest responsible qualified Bidder to whom the work is finally awarded. Failure to execute a contract after award as specified and Bid shall also result in the forfeiture of such Bid Bonds or Certified Check.

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4.5 Subcontractors

- 4.5.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: <http://ctdol.state.ct.us> or the Federal List of Excluded Parties Listing System available through: <http://epls.arnet.gov>
- 4.5.2 The Bidder shall furnish, with his submitted Bid, as is set forth in the Proposal Form, in the space provided for such purpose, the names and prices of responsible and qualified Subcontractors who are actually to perform the following categories of work under the Base Bid, if their prices exceed \$25,000.00:
- .1 Masonry
 - .2 Electrical
 - .3 Mechanical other than HVAC
 - .4 HVAC
 - .5 Any other class of work identified in the Proposal Form for which a blank space has been provided.
- 4.5.3 The Bidder further agrees that each of the Subcontractors listed on the Proposal Form will be used for the work indicated at the amount stated unless a substitution is permitted by the University.
- 4.5.4 The Bidder further agrees and warrants that he has made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.
- 4.5.5 Pursuant to Connecticut General Statutes Section 49-41a, for every contract with the University for the construction, alteration or repair of any building or work, (1) the Contractor, within 30 days after payment to the Contractor by the University, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the University; (2) the Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.
- 4.5.6 Within five days after being notified of the award of a general Contract by the University, or, in the case of an approval of a substitute Subcontractor by the

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University, within five days after being notified of such approval, the general Bidder shall present to each listed or substitute Subcontractor:

- .1 A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes and must be executed with all of your named subcontractors in your form of proposal.
- .2 A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general Bidder selected as a General Contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general Bidder, contingent upon the execution of the general Contract, the General Contractor shall select another Subcontractor, with the approval of the University. When seeking approval for a substitute Subcontractor, the general Bidder shall provide the University with all documents showing (a) the general Bidder's proper presentation of a subcontract to the listed Subcontractor and, (b) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new Subcontractor's price is higher. The general Bidder shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.
- .3 In the event of any conflict or inconsistency between the University of Connecticut's Subcontract form and the Contractor's standard Subcontract form, the provisions of the University of Connecticut's Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the University of Connecticut's Subcontract form.

4.6 LIQUIDATED DAMAGES

- 4.6.1 Liquidated Damages of Five Hundred and 00/100 Dollars (\$500.00) per calendar day shall be assessed if the Contractor fails to achieve Substantial Completion, or causes delay to the Substantial Completion of any portion of the Work within the Contract Time.

4.7 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS:

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-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section-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.

4.7.1 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 bidders 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)

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.

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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information):

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid; and the University shall reject every such general Bid. The University shall be authorized to waive minor irregularities, which it considers in its best interest, provided the reasons for any such waiver are stated in writing by the University and made a part of the contract file. No such general Bid shall be rejected because of the failure to submit prices for,

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or information relating to, any item or items for which no specific space is provided in the general Proposal Form furnished by the University, but this sentence shall not be applicable to any failure to furnish prices or information required by Articles 4.2.1 and 4.4.1 above to be furnished in the form provided by the University. The University also reserves the right to reject any and all bids and again advertise for bids, or to otherwise proceed as permitted under Connecticut General Statutes 10a-109a through 10a-109y.

- 5.2 General Bids shall be publicly opened and read by the University forthwith. The University may require in the Proposal Form that the General Contractor agree to perform a stated, minimum percentage of work with his own forces. The University may also require the General Contractor to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts. The University shall not permit substitution of a Subcontractor for one named in accordance with the provisions of these Instructions or substitution of a Subcontractor for any designated subtrade work bid to be performed by the General Contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or, where appropriate, a General Contractor's: (1) Death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, on construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under Connecticut General Statutes Section 4b-96.
- 5.3 The general Bid Price shall be the price set forth in the space provided on the general Proposal Form. No general Bid shall be rejected (1) because of error in setting forth the name of a Subcontractor as long as the Subcontractors designated are clearly identifiable, or (2) because the Drawings and specifications do not accompany the Bid or are not submitted with the Bid. **FAILURE TO CORRECTLY STATE A SUBCONTRACTOR'S PRICE MAY BE CAUSE FOR REJECTION OF THE GENERAL BIDDER'S BID.**
- 5.4 Any General Contractor who violates any provision of Connecticut General Statutes Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation.
- 5.5 The University reserves the right to accept or reject any or all Bids within 90 calendar days of the Bid opening, and the Bidder agrees that it may not modify, withdraw, or cancel its Bid and that its Bid Price will be firm for this 90 day period. This 90 day period may be extended by mutual agreement between the University and the Bidder.
- 5.6 The project will be awarded to the responsible qualified Bidder submitting the lowest Bid in compliance with the Bid requirements and within the budget, subject to the provisions of Connecticut General Statutes 10a-109a through 10a-109y.

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- 5.7 The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.
- 5.8 The Bidder agrees that if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute a contract in accordance with the terms of the general Bid.

ARTICLE 6 POST- BID INFORMATION

6.1 Affirmative Action

- 6.1.1 Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than \$50,000.00 then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Contractor that it will amend its plan to conform to affirmative action requirements. The University shall withhold 2% of the total Contract Price per month from any payment made to such Contractor until such time as the Contractor has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provisions of Connecticut General Statutes Section 46a-68d, a Contractor subject to the provisions of that Section may file a plan in advance of or at the same time as its Bid.
- 6.1.2 The University shall not enter into a contract with any Bidder or prospective Contractor unless the Bidder or prospective Contractor has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.
- 6.1.3 The Contractor shall designate an "Equal Opportunity Contract Compliance Officer" for the project. The Contractor designee, in addition to any other duties assigned by the Contractor, shall have the following responsibilities for the implementation of the Contractor Affirmative Action Plan (AAP) that is required for the project pursuant to Connecticut General Statutes Section's 46a-68c and 46a-68d.
- .1 Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.
 - .2 Communicate to and inform all project Contractors and Subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal opportunity and AAP expectations and performance requirements.

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- .3 Compile all on-site Contractor MONTHLY EMPLOYMENT UTILIZATION REPORTS (form CHRO cc-257) and submit a cumulative report for the project each month to report on contractor compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar month during the pendency of the on-site construction work of the project.
- .4 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .5 Compile and submit a QUARTERLY SMALL CONTRACTOR AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (form CHRO cc-258) to report on the participation of such Contractors identified to participate on the project. The report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.
- .6 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .7 Participate in project job meetings to inform project Contractors about project equal opportunity and AAP performance.
- .8 Coordinate "External Communication" section (employment outreach) of contractor AAP for all employment opportunities resultant during the course of the project from all project Contractors and maintain documentation of all contacts and responses.

6.2 Tax Identification

- 6.2.1 The Contractor shall furnish to the Owner, at the time of execution of the Contract, the following information
 - .1 The identity and addresses of all subcontractors performing work on the project.
 - .2 The Connecticut tax registration numbers of the Contractor and all subcontractors.
 - .3 The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the Contractor and all subcontractors.
- 6.2.2 The aforementioned information shall be continuously updated by the Contractor to reflect any additions or changes to the previously identified subcontractors. Any final

additions or changes to this information shall be submitted to the Owner with the Contractor's application for final payment.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Performance Bond

7.1.1 Prior to execution of the Contract, the successful Bidder shall substitute for the check or Bid Bond accompanying his Bid, an executed University of Connecticut Performance Bond, in the amount of 100 per cent of the Contract Price that is equal to or greater than \$100,000.00, conditioned upon the faithful performance of the Contract. See Form of Proposal for the appropriate form to be executed.

7.2 Labor and Material Payment Bond

7.2.1 Prior to execution of the Contract, the Bidder shall submit a University of Connecticut Labor and Material Payment Bond in the sum of not less than 100 per cent of the Contract Price that is equal to or greater than \$100,000.00, containing the condition that the Contractor will promptly pay for all material furnished and labor, supplied or performed in the prosecution of the work whether or not said material or labor is involved and/or becomes a component part of the structure or structures to be erected. Such additional bond shall be held for the use of each party who, as Subcontractor or otherwise, shall have furnished material or supplies or shall have performed labor in the prosecution of the work as herein provided and who has not been paid therefore. Such additional bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for such sum or sums as may be justly due. The State shall not be liable to furnish counsel nor for the payment of any costs or expenses of any such suit. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of Connecticut General Statutes Section 49-42. See Form of Proposal for the appropriate form to be executed.

7.3 General Provisions Regarding Bonds

7.3.1 The aforementioned Performance and Payment bonds shall be provided in the forms required by the University, samples of which are appended hereto. If the Contractor is a Joint Venture, all such bonds shall name all joint ventures as principals. 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. The above bonds shall be required for awards for which the total estimated cost of labor and materials under the Contract is at least \$100,000.00. The above bonds shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and

named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570."

ARTICLE 8 AFFIDAVITS/ETHICS AFFIRMATIONS

8.1 Affidavits/Ethics Affirmations to be completed in accordance with the instructions provided on the OPM website for each Affidavits/Ethics Affirmations.

Form 5. Consulting Agreement Affidavit

Form 6. Affirmation of Receipt of State Ethics Laws Summary

8.2 With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination of series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached **SEEC Form 11.**

Obtain OPM has posted the approved Forms on the OPM Web site -
<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

ARTICLE 9 CONTRACT

9.1 A draft of the contract has been provided with the bid documents. The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. Exceptions to the contract will not be considered.

ARTICLE 10 CAPITAL PROJECTS BACKGROUND SCREENING GUIDELINES

The University of Connecticut believes it must take reasonable steps to provide a safe living and learning environment for its students. Workers on large construction projects are employed in close proximity to the University student population for prolonged periods of time. To provide reassurance, workers to be employed on construction projects exceeding \$10 Million must complete background screening prior to being allowed to commence work on the project site. The background screening shall be completed by each worker for each project regardless of past background screening results.

10.1 The General Contractor or Construction Manager shall administer the background screening program and shall comply with the Guidelines herein. The General Contractor or Construction Manager shall proceed as follows:

10.1.1 Contract with a nationally-recognized background screening company to conduct a background search for criminal arrest information from databases and registries for the past fifteen (15) years minimally (or the maximum number of years allowed by

State or Federal laws), including national criminal history, statewide criminal history, and sex offender history, for each worker.

- 10.1.2 Provide a report to the University representative on a bi-weekly basis listing all workers who have been approved for work, disqualified for work and who are pending review. The report shall not include social security numbers, the reason for the disqualification, or other personal information, and shall only include the names, status of the screenings, and date of the screening decision for all workers. Submission of the report is a warrant by the General Contractor or Construction Manager that it has undertaken the background screenings for the identified workers and that approved workers have satisfactorily been screened in compliance with the Guidelines.
- 10.1.3 Provide a screening and verification process at the project site to disallow any disqualified worker from entering and working on the site.
- 10.1.4 The University representative will have the right to periodically audit the background screening process, submissions and results to verify adherence to the guidelines.
- 10.1.5 If the General Contractor or Construction Manager has any questions about the background screening process, they may contact the *UCONN Office of Staff and Faculty Labor Relations* to attain clarifications.
- 10.2 Workers shall be automatically disqualified for work on a project if:
- a) An applicant provides inaccurate information in their application
 - b) The worker refuses to complete the screening process
 - c) Social Security numbers and legal names of the worker do not match
- 10.3 The worker will be cleared for work on the project once the background check is completed and the applicant passes the minimum standards listed below. Decisions to disqualify a worker from a project shall be made on a case-by-case basis in accordance with state and federal law including the ***EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions***. The General Contractor or Construction Manager will consider the nature of the offense, the time that has elapsed since the offense and the nature of the job. The following categories of offenses will generally lead to disqualification from working on the project site absent compelling mitigating circumstances such as strong evidence of rehabilitation and/or a lengthy period of time since the offense with no subsequent convictions:
- 10.3.1 SEX OFFENSES

All Sex Offenses – Examples include but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, lewd or lascivious act, trespass for sexual purposes, etc.

10.3.2 FELONIES

- a) All Felony Violence Offenses within the past 7 years
 - Examples include but are not limited to: murder, manslaughter, aggravated assault, battery, stalking, carjacking, kidnapping, robbery, aggravated burglary, arson, stealing firearms, risk of injury, hate crimes, terrorism, etc.
- b) Two or more Non-Violent Felony Offenses within the past 10 years
 - Examples include but are not limited to: drug offenses, theft, larceny, embezzlement, fraud, endangerment, trafficking of narcotics, etc.

10.3.3 MISDEMEANORS

- a) Three or more Misdemeanor Violence Offenses within the past 15 years
 - Examples include but are not limited to: simple assault, battery, domestic violence, hit & run, etc.
- b) A combination of five or more Felony or Misdemeanor Offenses within the past 15 years

10.4 Other considerations regarding the University background screening:

10.4.1 PENDING CASES –

Anyone who has been charged with a non-sexual crime that would disqualify them from work if convicted will be provided a conditional approval to work on the project. If the worker is eventually found guilty of the crime, the conditional approval shall be removed and the worker shall be disqualified for work on the project. If the pending case is for a crime that is sexual in nature, the worker will be conditionally disqualified from work on the project. If the worker is eventually found not guilty of the crime, the conditional disqualification shall be removed and the worker shall be allowed to work on the project.

10.4.2 PRE-ACTION LETTER –

The General Contractor or Construction Manager shall follow the national Fair Credit Reporting Act (FCRA) regulations regarding the privacy of information provided by workers. Therefore, if a worker is going to be disqualified from working on a project, a Pre-Action letter shall be sent to the worker directly and the worker will have a five day appeal period prior to notice of the disqualification being provided to the worker's employer.

10.4.3 RIGHT TO APPEAL –

A worker that is aggrieved by a decision to disqualify them from working on a project can appeal the decision by submitting a written request for appeal directly to the General Contractor or Construction Manager. The worker must provide a detailed explanation outlining why the screening decision should be reconsidered, including any context or mitigating circumstances concerning the offenses. The appeal package must also contain a letter from the worker's employer that states their support of the appeal and the reasons for same. Letters that are submitted without the employer's support should not be considered. If an appeal is granted, the General Contractor or Construction Manager shall document and record the rationale for its decision, which shall be made available to the University's representative upon request.

10.4.4 DEFINITION OF GUILTY –

For the purposes of this criteria, Guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt, or received a court directed program in lieu of conviction.

10.4.5 DEFINITION OF TIME –

Concerning offenses, the time periods stated herein shall be based on the Date of Offense, not the date of Disposition of the offense.

10.4.6 UNIVERSITY PUBLIC SAFETY NOTICE –

The names of any individuals determined to be disqualified for work on a project will be provided to the University's Division of Public Safety for informational purposes.

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT / SEE INVITATION AND ADDENDA'S FOR RFI DEADLINE

TO: The University of Connecticut.
Fax (860) 486-1953

FROM: _____
(Name of Bidding Firm)

ATTN: Walt Dalia

Contact Name: _____

RFI Deadline: See Invitation/Bid Clarifications Phone # : _____ Fax # : _____

Specification Section: _____ **Drawing No. / Drawing Date:** _____

QUESTION (Please be specific): _____

RESPONSE : _____

Signature : _____

Date: _____

NOTE: All questions must be submitted in writing before the prescribed RFI Deadline. No verbal questions will be answered.
All questions must be submitted in writing on this RFI Form. All answers to RFI's will be issued in a Bidder's Clarification.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, 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 Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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

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#902065**

determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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

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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.

END OF INSTRUCTION TO BIDDERS

BID SUBMISSION
FOR
Watson Hall Flooring
Replacement

UNIVERSITY OF CONNECTICUT
STORRS CAMPUS
Storrs, Connecticut

PROJECT NUMBER: #902065

UConn
UNIVERSITY OF CONNECTICUT

**UNIVERSITY OF CONNECTICUT
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#902065**

Form of Proposal

Proposal Submission Checklist

The following documents and information shall be submitted and included as your bid proposal. All documents must be submitted and executed in their original condition as issued.

- Sealed Bid
- Bid Bond
- Fully executed Form of Proposal
- Ethics Forms 5 (if contract value is > \$50,000) and 6 (if contract value is > \$500,000).
- UConn Statement of Qualification
- How did you learn about this Project?
 - o Hartford Courant
 - o Waterbury Republican
 - o Norwich Bulletin
 - o DAS
 - o CPCA Website
 - o Other _____

Contractors Certification

By submitting a bid proposal, the bidder is attesting to the review, reading, understanding, and acceptance of the information and requirements of the project contained within the bid documents without exception. By submitting a bid proposal, the Bidder represents that they have examined the site, and accept the conditions under which the work will be performed and we have read, evaluated, understand, and accepted all the Contract Documents, including those documents provided for on the Disk, and their content in their entirety and have included all provisions necessary to accomplish all work according to the information and requirements prescribed therein without exception.

SUBMITTED FOR:

Firm: _____

Address: _____

SUBMITTED BY: _____

Print Name: _____

Title: _____

Telephone: _____

Date: _____

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Form of Proposal

University of Connecticut
Walt Dalia
Purchasing Agent II
Capital Project & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, Connecticut 06269-6047

Dear Mr. Dalia:

1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Bid, the Notice and Instructions to Bidders, the Form of Contract, including the conditions thereto, the form of required bond, I (we) propose to furnish the labor and/or materials installed as required for the project named and numbered on the FORM OF PROPOSAL of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the University of Connecticut and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said FORM OF PROPOSAL, hereof.
2. The Lump Sum Base Bid by me (us) on the FORM OF PROPOSAL includes all work indicated on the drawings and/or described in the specifications (including the furnishing and installing of all required materials, labor, equipment and allowances where applicable), except:
 - A. Work covered by Alternates as may be listed on the FORM OF PROPOSAL.
 - B. Contingent work covered by Unit Prices as may be listed on the FORM OF PROPOSAL.
 - C. Work covered by Options as may be listed on the FORM OF PROPOSAL.
3. This proposal is submitted subject to and in compliance with the foregoing and following conditions and/or information.
 - A. AWARD: All proposals shall be subject to the provisions and requirements of the Bid Documents and for purpose of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.
 - B. COMMENCEMENT AND COMPLETION OF WORK: Contractor shall commence and complete the work in accordance with the requirements of the Contract Documents.
 - C. If the Contractor fails to complete the work within the time required by the Contract Documents, the University shall have the right to assess liquidated damages as provided in Paragraph 9.11 of the General Conditions.
 - D. CONTRACTORS INSURANCE REQUIRED:

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1. The limits of liability and coverages shall be those set forth in Article 11 of the General Conditions included with this bid package (or as previously executed with the on-call trade contract).

E. REQUIRED PERCENTAGES OF WORK AND SET-ASIDES

1. If awarded this contract, we (I) as the General Contractor on this Project shall be required to perform not less than 10% of the completed dollar value of the Work with its own forces.
2. We (I) as the General Contractor on this project shall award not less than 25% of the total Contract Price to subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program, of which 6.25% (of the total Contract) must be awarded to Women Owned or Minority Businesses. This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set Aside Program. This information will be considered as part of your bid proposal and failure to comply with any portion of this requirement, including but not limited to failure to list or meet the necessary dollar amount of percentage of the bid price will be cause to reject your bid.

F. STATEMENT OF BIDDERS' QUALIFICATIONS AND INTENTION OF OBJECTIVE CRITERIA:

1. We (I) the Bidder; shall complete and submit with this FORM OF PROPOSAL the Contractor's Qualification Statement in support of its Qualifications to perform the Work of this project, and to demonstrate its compliance with the University's Objective Criteria regarding Qualifications.
2. If we (I) has submitted a financial statement of a "parent" or affiliated entity in response to Article No. 5 of the Contractor's Qualification Statement (AIA Form A-305), then: we (I) will attach, and return, along with its Bid Documents, the "Guarantee" Exhibit A General Conditions), executed by a duly authorized officer or representative of the affiliated entity, that the affiliated entity will "guarantee" to the satisfaction of the University, the financial capability and stability of the bidder, and that the assets of the affiliated entity will be available to respond to any default or failure to comply with the Contract Documents by the Bidder.

G. NONDISCRIMINATION & LABOR RECRUITMENT:

I (We) agree that the Contract awarded for this project shall be subject to the Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 respectively and to the Guidelines and Rules of the State Labor Department implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O.3-1, when and as requested.

H. FEDERAL & STATE WAGE DETERMINATIONS AND PRICING CONSIDERATION:

- .1 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".
- .2 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual

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Adjustments to Prevailing Wages". Such prevailing wage adjustment will not be considered a basis for an annual contract adjustment.

- .3 The State of Connecticut Labor Department Wage Schedule where required, shall be provided with these documents, typically with the Bidders' Convenience Package, or will be incorporated in the Contract Documents as an Addendum. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as any annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us . Such prevailing wage adjustment will not be considered a basis for an annual contract amendment.

I. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:

We (I) acknowledge that we (I) and our subcontractors are obligated to fill out the forms provided by the University of Connecticut Office of Capital Project and Contract Administration and to agree to certify to the compliance of non-segregated facilities.

J. NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OR CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

With regard to a State contract as defined in P.A. 07-1 having a value in a contract 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advertising prospective principals of the contents of the notice. See Attachment SEEC Form 11.

4. ACCOMPANYING THIS PROPOSAL IS:

- A. A CERTIFIED CHECK drawn to the order of the University of Connecticut in the amount of 10% of the Bid, (Bids \$50,000.00 and greater) i.e.:

_____ DOLLARS \$ _____

and drawn on the _____
(STATE BANK & TRUST COMPANY)

_____ located at _____
(A NATIONAL BANKING ASSOCIATION) (CITY & STATE)

which is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract in this proposal as accepted by the University of Connecticut.

OR;

**UNIVERSITY OF CONNECTICUT
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- B. A BID BOND having as surety thereto a Surety Company for Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, (Bids \$50,000 and greater) i.e.:

_____ DOLLARS \$_____

If the bidder is a joint venture, the Bid Bond shall specifically identify and include each joint venturer as a principal.

- C. If the bidder is a joint venture, a copy of the executed Joint Venture Agreement shall be submitted along with the bid materials.
5. I (We), the undersigned, hereby declare that I am (we are) the only person(s) interested in the proposal and that it is without any connection with any other person making any bid for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom. This proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the bid of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.
6. Each class of work set forth in a separate Section of the Specifications and designated as a subtrade in Item 2A of the proposal pages shall be the matter of a subcontract made in accordance with the procedures set forth in the Bid and Contract Documents.
7. The undersigned agrees that, if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University of Connecticut, execute a contract in accordance with the terms of this general bid.
8. The undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.

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Form of Proposal

A. STANDARD BID BOND:

NOW 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 the State of Connecticut, as obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, _____, in lawful money of the United States of America, for the payment of which sum, 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 the other obligee related to a contract for the Project Referenced above.

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

SIGNED, SEALED AND DATED this _____ day of _____, 20____

Witness

Surety

Witness

Principal

Title

Title

**UNIVERSITY OF CONNECTICUT
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Form of Proposal

B. The undersigned proposes to furnish all labor and material required for:

**Watson Hall Flooring Replacement
#902065**

**UNIVERSITY OF CONNECTICUT
Storrs, CT**

in accordance with the accompanying Drawings and Specifications prepared by:

University of Connecticut

The Contract Price specified below subject to additions and deductions according to the terms of the Contract Documents.

C. BID CLARIFICATIONS:

The undersigned acknowledges receipt of the following Bid Clarifications issued during the bidding period and has included all changes therein in the above base bid amount.

Clarifications/Addenda # _____, Dated _____

D. PROPOSED BASE CONTRACT PRICE:

Having carefully examined the Bid Documents for the above reference project, and having visited the project site and examined all conditions affecting the work, the undersigned, upon written notice of award of contract, agrees to provide all labor, supervision, materials, tools, construction equipment, services, safety, insurance, bonds, and to pay all applicable taxes, and other costs necessary or required to complete the Work of this Bid in full accordance with all Bid Documents and within the required timeframe as indicated by the proposed schedule for the Lump Sum Bid of:

_____ **US Dollars**

(\$ _____) which incorporates all allowances as may be listed in the plans and specifications.

(Show the amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

E. SCHEDULE OF ALTERNATES: (Not Used)

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain ***valid for the life of the project*** and include **all costs** for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

END OF ALTERNATES

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Form of Proposal

F. SCHEDULE OF UNIT PRICES:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance. The rates provided will be negotiated and included as part of the contract and of your subcontracts. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

<u>Unit Price</u>	<u>Description</u>	<u>Unit of Measurement</u>	<u>Add/Deduct Rate</u>
1	Replace Rubber Threshold	Each	\$ _____

End of Unit Prices

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Form of Proposal

G. SCHEDULE OF LABOR RATES:

The following are hourly wage rates for all tradesmen associated with this project for performing extra work. These rates are fully loaded (including benefits, applicable taxes, and worker compensation insurance) and are in accordance with the prevailing wages of the trade having jurisdiction in areas where the work is performed. The wage rates shall be valid for the life of the project. ***NOTE: Further, no mark-up shall be allowed on the premium time portion of the wage rate. At the request of the University, the Contractor will submit labor rate summary sheets, which justify all submitted labor rates. All rates are subject to thorough analysis and subject to reduction if deemed inaccurate by The University of Connecticut.***

TRADE: _____

Attachments: Y / N

Submit one sheet for each Labor Trade (Division) used on project. Copy as needed.

<u>Foreman</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Journeyman</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Apprentice</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Laborer</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

End Labor Rates

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Form of Proposal

H. SCHEDULE OF VALUES:

The undersigned agrees that the Schedule of Values submitted with this Bid is a true representation of the distribution of the costs of this project and equals the Stipulated Sum shown above. The Schedule of Values is an integral part of this proposal. Please indicate N/A for those divisions of work not applicable. The costs provided below include the complete cost for furnishing and installing of materials, labor, and equipment required to provide the complete scope of work for each specified division (includes the costs of applicable taxes, insurance, bonds, overhead, profit, small tools, travel, parking, supervision, etc.). The "TOTAL" price must equal your total lump sum bid proposal.

Division	Group	
01	General Conditions	\$
02	Existing Conditions	\$
03	Concrete	\$
04	Masonry	\$
05	Metals	\$
06	Wood, Plastics, Composites	\$
07	Thermal & Moisture Protection	\$
08	Openings	\$
09	Finishes	\$
10	Specialties	\$
11	Equipment	\$
12	Furnishings	\$
13	Special Construction	\$
14	Conveying Equipment	\$
*21	Fire Suppression	\$
22	Plumbing	\$
*23	HVAC Heating, Ventilating, Air Conditioning	\$
25	Integrated Automation	\$
26	Electrical	\$
27	Communications	\$
28	Electronic Safety and Security	\$
*31	Earthwork	\$
32	Exterior Improvements	\$
33	Utilities	\$
34	Transportation	\$
35	Waterway and Marine Construction	\$
*40	Process Integration	\$
41	Material Process & Handling Equipment	\$
42	Process Heating, Cooling & Drying Equipment	\$
43	Process Gas & Liquid Handling, Purification & Storage Eqmt.	\$
44	Pollution & Waste Control Equipment	\$
45	Industry Specific Manufacturing Equipment	\$
46	Water & Wastewater Equipment	\$
*48	Electrical Power Generation	\$
Insurance		\$
Bonds		\$
Allowances	(where applicable)	\$
TOTAL		\$

*Gap in numerical sequence, reserved for future expansion

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Form of Proposal

I. The subdivision of Work in the proposed Contract Price is as follows:

ITEM 1 WORK BY GENERAL CONTRACTOR:

For all work other than that to be done by subcontractors included in Item 2A and Item 2B.

\$ _____ (ITEM 1)

Note: In accordance with paragraph 3.E.1 this amount, together with work by the general contractor as listed in Item 2A below, must be at least 10% of the total bid price.

ITEM 2A WORK BY SUBCONTRACTORS NAMED:

Subcontractors and prices for the following trades must be listed (if such prices exceed \$25,000). However, the general bidder may list himself together with his price if he customarily performs any of the trades specified. If the general contractor requires a performance and/or labor & material payment bond then the general contractor must indicate below which of the subcontractors are subject to this requirement. The amount (%) shall not exceed the subcontractor's price listed below.

DESCRIPTION	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT	LABOR & MATERIAL BOND	PERFORMANCE BOND
MASONRY				
ELECTRICAL				
MECHANICAL WITHOUT HVAC				
HVAC				

A copy of the executed agreement between the successful bidder and the named subcontractors above must be presented to the Office of CPCA at time of contract signing. The contract may not be executed until copies of executed agreements are received by CPCA.

ITEM 2B WORK BY SUBCONTRACTORS NOT NAMED:

\$ _____
(INCLUDES ALL SUBCONTRACT WORK NOT LISTED IN ITEM 2A)

The undersigned agrees that each of the subcontractors listed on this FORM OF PROPOSAL will be used for the work indicated at the amount stated, unless a substitution is permitted by the University.

**UNIVERSITY OF CONNECTICUT
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Form of Proposal

J. SET-ASIDE CONTRACTOR SCHEDULE

By submitting a bid for this project, the bidder represents that it has used good faith efforts to secure commitments from SBEs and MBEs in a value that is equal to, or greater than, the Set Aside (as defined in the Invitation to Bid). If, despite its good faith efforts, a bidder has not yet been able to secure commitments for the full value of the Set Aside, the bidder will nonetheless be expected to meet the Set Aside if it is awarded the contract for this project.

Below, the bidder shall list those SBEs and MBEs from whom the bidder has secured commitments for the project as of the date hereof and the dollar amounts the bidder anticipates awarding to each such SBE/MBE.

<u>Name</u>	<u>Address</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The amount is NOT LESS THAN 25% of the proposed base contract price as stated on the Form of Proposal, Section D.

CERTIFICATE OF ELIGIBILITY HAS BEEN OBTAINED THROUGH THE FOLLOWING WEBSITE;

<https://www.biznet.ct.gov/SupplierDiversity/SDSearch.aspx>

FOR EACH OF THE NAMED CONTRACTORS AND IS BEING SUBMITTED WITH THIS FORM.

The Undersigned agrees that each of the subcontractors listed on the proposal form will be used for the work indicated at the amount stated, unless a substitution is permitted by the awarding authority.

Authorized Signature

Title

Company Name

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

K. 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 in Instruction to Bidders page 18) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native ____ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company(If any)	-Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	DAS Certification #: _____

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?</p> <p>Yes___ No___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statement as required by Sections 4a-60 & 4a-60a CGS?</p> <p>Yes___ No___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?</p> <p>Yes___ No___</p>	<p>8. Does your company, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</p> <p>Yes___ No___</p>
<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. Does 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___ 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___ NA___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes___ No___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? 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? Yes___ No___</p>	<p>12. Does your company have a written affirmative action Plan? If no, please explain.</p> <p>Yes___ No___</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes___ No___ If yes, give name and phone number. _____ _____</p>

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

Part III - Bidder Subcontracting Practices

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

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

PART V - Bidder Hiring and Recruitment Practices

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		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 Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendations	
Minority/Community Organizations					Height Or Weight	
Others Please Identify					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certifications (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 CT General Statutes.

(Signature)

(Date Signed)

(Title)

(Telephone)

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): _____

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

The University of Connecticut (“UConn”) has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and the dignity of all people. UConn strives to promote basic human rights and appropriate labor standards for all people throughout its supply chain. Promoting these values in concrete practice is the central charge of the President’s Committee on Corporate Social Responsibility (<http://csr.uconn.edu/>).

UConn is also committed to building a safe, healthy and sustainable environment through the conservation of natural resources, increasing its use of environmentally responsible products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse and recycling. UConn is proactive about purchasing products that have these environmental attributes or meet recognized environmental standards, when practicable, and buying from entities committed to the support of campus sustainability goals. The University seeks to partner and contract with vendors that demonstrate a similar commitment to these values. Selected vendors may be required to provide a comprehensive summary report of their corporate social and environmental practices.

Principal Expectations

The principal expectations set forth below reflect the minimal standards UConn's vendors are required to meet.

Nondiscrimination. It is expected that vendors will not discriminate in hiring, employment, salary, benefits, advancement, discipline, termination or retirement on the basis of race, color, religion, gender, nationality, ethnicity, alienage, age, disability or marital status, and will comply with all federal nondiscrimination laws and state nondiscrimination laws¹, including Chapter 814c of the Connecticut General Statutes (Human Rights and Opportunities), as applicable, and further will provide equal employment opportunity irrespective of such characteristics, including complying, if applicable, with Federal Executive Order 1124b, and the Rehabilitation Act of 1973.

Freedom of Association and Collective Bargaining. It is expected that vendors will respect their employees’ rights of free association and collective bargaining, including, if applicable, complying with the National Labor Relations Act, and, if applicable, Chapters 561 and 562 of the Connecticut General Statutes (Labor Relations Act, Labor Disputes) and Chapters 67 and 68 of the Connecticut General Statutes (State Personnel Act, Collective Bargaining for State Employees).

Labor Standard Regarding Wages, Hours, Leaves and Child Labor. It is expected that vendors will respect their employees’ rights regarding minimum and prevailing wages, payment of wages, maximum hours and overtime, legally mandated family, child birth and medical leaves, and return to work thereafter, and limitations on child labor, including, if applicable, the

¹ Wherever this code refers to compliance with federal or state laws, that term includes compliance with any regulations duly promulgated pursuant to such laws.

rights set forth in the Federal Fair Labor Standards Act, the Federal Family and Medical Leave Act, the Federal Davis-Bacon Act and Chapters 557 and 558 of the Connecticut General Statutes (Employment Regulation, Wages).

Health and Safety. It is expected that vendors will provide safe and healthful working and training environments in order to prevent accidents and injury to health, including reproductive health, arising out of or related to or occurring during the course of the work vendors perform or resulting from the operation of vendors' facilities. Accordingly, it is expected that vendors and their subcontractors will perform work pursuant to UConn contracts in compliance with, as applicable, the Federal Occupational Safety and Health Act and Chapter 571 of the Connecticut General Statutes (Occupational Safety and Health Act).

Forced Labor. It is expected that vendors will not use or purchase supplies or materials that are produced using any illegal form of forced labor.

Harassment or Abuse. It is expected that vendors will treat all employees with dignity and respect, and that no employee will be subjected to any physical, sexual, psychological or verbal abuse or harassment. It is further expected that vendors will not use or tolerate the use of any form of corporal punishment.

Environmental Compliance. It is expected that vendors will comply with all applicable federal and state environmental laws and Executive Orders, including but not limited to Titles 22a and 25 of the Connecticut General Statutes (Environmental Protection and Water Resources protection) and Executive Order 14 (concerning safe cleaning products and services). UConn expects vendors will employ environmentally responsible practices in the provision of their products and services.

Preferential Standards

The preferential standards set forth below reflect UConn's core values. UConn will seek to uphold these values by considering them as relevant factors in selecting vendors.

Living Wages. UConn recognizes and affirms that reasonable living wages are vital to ensuring that the essential needs of employees and their families can be met, and that such needs include basic food, shelter, clothing, health care, education and transportation. UConn seeks to do business with vendors that provide living wages so as to meet these basic needs, and further recognizes that compensation may need to be periodically adjusted to ensure maintenance of such living wages. Vendors are encouraged to demonstrate that they pay such living wages.

International Human Rights. For UConn, respect for human rights is a core value. UConn seeks to do business with vendors who do not contribute to or benefit from systemic violations of recognized international human rights and labor standards, as exemplified by the Universal Declaration of Human Rights.

Foreign Law. UConn encourages vendors and vendors' suppliers operating under foreign law to comply with those foreign laws that address the subject matters of this code, provided such foreign laws are consistent with this code. Vendors and their suppliers operating under foreign law are similarly encouraged to comply with the provisions of this code to the extent they can do so without violating the foreign law(s) they operate under.

Environmental Sustainability. UConn will prefer products and services that conserve resources, save energy and use safer chemicals, such as recycled, recyclable, reusable, energy efficient, carbon-neutral, organic, biodegradable or plant-based, in addition to products that are durable and easily repairable, and that meet relevant certification standards above and beyond those required by law. While UConn is not legally bound to comply with Connecticut General Statutes 4a-67a through 4a-67h concerning environmental sustainability standards in purchasing, it will nevertheless consider vendors' ability to meet those standards in rendering its purchasing decisions. Vendors are encouraged to demonstrate their commitment to environmental sustainability.

Compliance Procedures

Anyone who believes a vendor doing business with UConn has not complied or is not complying with this code may report such concerns to UConn's Office of Audit, Compliance and Ethics (OACE) at 1-888-685-2637 or <https://www.compliance-helpline.com>.

OACE has the authority to investigate such matters, and if warranted, recommend remedial action to the UConn administration.

Please review the material listed and per the signature of the authorized Company Official, all Expectations, Standards, and Procedures listed above will be in compliance in regards to this Contract.

Name of Company

Signature of Authorized Company Official

Date

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

L. CONTRACTOR'S QUALIFICATION STATEMENT: AIA 305 (UCONN supplied version only)

A duly authorized representative of the company must completely and accurately fill out, execute and submit with this Form of Proposal the AIA 305 and the following supporting documents where applicable:

- Recent Reviewed Company Financial Statement.**
- Letter from Bonding Company.**
- Copies of your Connecticut Workers Compensation Insurance, General Liability and Automobile Liability Certificates.**

- National Council on Compensation Insurance (NCCI) Experience Modification Sheet.**
- Attachment A - Relevant project experience with similar projects, Within the past 5 years.**
- List of Key Personnel / Experience to be assigned to the project if awarded.**
- Quality Assurance/Quality Control/Code Compliance Program and Procedures.**
- References.**
- A Current Status Letter (commonly known as a Letter of Good Standing) from the Secretary of State for the State of Connecticut.**

- Copies of your company's licenses, registrations, and/or certifications from the State of Connecticut.**

- List of any Claims or Suits; attach all details**
- List if any litigation or arbitration proceedings including out of court settlements initiated by you or against you within the past 5 years including all pending cases.**

- List if any OSHA citations within the past (5) years under present business name or any past business name.**

- List if any Connecticut State Labor Department violations against your company.**
- List if any citations for alleging that you or your company have violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a.**

- List if any of all bid or proposal protests you have engaged in over the past five years.**

If it is determined by the University of Connecticut and/or State of Connecticut that any information requested was not disclosed with this bid/proposal/RFQ, then such determination will be just cause for disqualification of the bid/proposal/RFQ.

M. ETHICS FORMS - A duly authorized representative of the company must sign these forms

- √ **These forms must be notarized and clearly show notary seal or acknowledged by a Commissioner of the Superior Court.**
- √ ALL REQUIRED forms, **must be completed, signed and returned** by the bidder/proposer as part of the bid/proposal/RFQ response package.
- √ Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.
- √ If it is determined by the University of Connecticut and/or State of Connecticut that **any information requested was not referenced and submitted** with this bid/proposal/RFQ, then such determination **will be just cause for disqualification of the bid/proposal/RFQ.**

OPM Ethics Form 5
Rev. 10-01-11



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost
Description of Services Provided: _____		

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____	_____	_____
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date

Printed Name (of above)		Awarding State Agency

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

**Commissioner of the Superior Court
or Notary Public**



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(a)(1) and 4a-60a(a)(1), 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(a)(1) and 4a-60a(a)(1), 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

**UNIVERSITY OF CONNECTICUT
WATSON HALL FLOORING REPLACEMENT
#902065**

Form of Proposal

- √ All pages within the Form of Proposal must be completed, signed by a duly authorized representative of the firm and returned as part of the bid/proposal/RFQ response package. **NO FACSIMILE SIGNATURE PERMITTED**
- √ If the form of proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal, and each Joint Venture agrees to be bound by the terms and conditions thereof.
- √ Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.
- √ If it is determined by the University of Connecticut and/or State of Connecticut that any information requested but not disclosed and submitted with this bid/proposal/RFQ; such determination will be just cause for disqualification of the bid/proposal/RFQ.

(TO BE FILLED IN AND SIGNED BY THE BIDDER)

Signed the _____ day of _____ 20____.

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

Duly Authorized/Title: _____

(TO BE FILLED IN AND SIGNED BY JOINT VENTURE IF APPLICABLE)

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

Duly Authorized/Title: _____

Duly Authorized/Title: _____

END OF Form OF PROPOSAL



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Section 31-53b

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section. (c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project. (d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in

accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;

- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors
Connecticut General Statute 31-55a - Annual adjustments to wage rates by
contractors doing state work.**

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

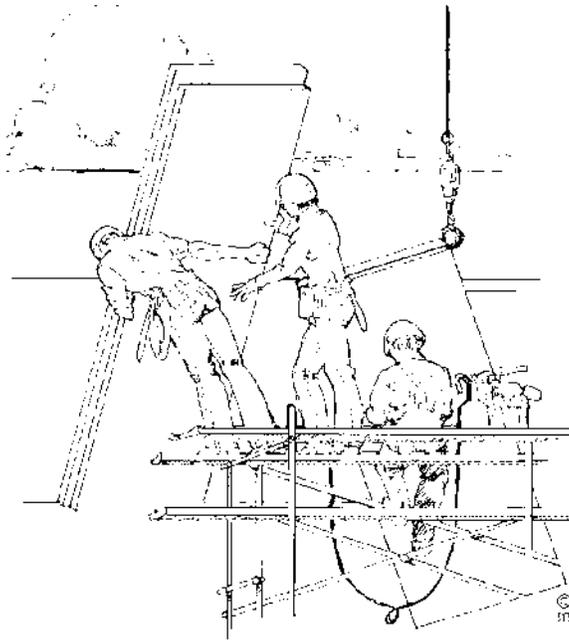
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CERTIFIED PAYROLL FORM WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ (Signature) _____ (Title) _____ Submitted on (Date)

OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
 - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
 - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
 - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
 - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
 - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation

of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum

storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal

and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

- (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

- (b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

- 2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

- 3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

- 4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such

time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

○ **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
 - Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under

prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

- Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.
- If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

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

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

The following document is the AIA 101 – Standard Form of Agreement Between Owner and Contractor as modified by the University of Connecticut. Modification Date: December 1, 2014

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

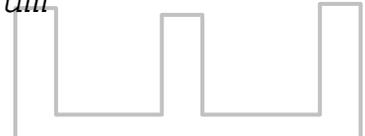
for the following Project:
(Name, location and description)

« »
« »
« »

The Architect:
(Name, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.



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.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, as amended, the AIA A201-2007 General Conditions, as amended, Drawings, Specifications, Bid Clarifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall furnish and install all materials, labor and equipment required to provide ***** as set forth in the Contract Documents enumerated in Article 9.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Date of Commencement shall be fixed in the Notice to Proceed.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages of _____ and 00/100 Dollars (\$ _____) per calendar day shall be assessed as provided in Paragraph 9.11 of the AIA A201-2007 General Conditions, as amended.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents, and are hereby accepted by the Owner. The Contract Sum is the amount set forth in Section 4.1 and includes the amounts for the following alternates, if any, accepted by the Owner.

Alternate prices which reflect the work of the bid package under which this bid proposal was submitted shall remain valid for the life of the project, unless otherwise noted in the Contract Documents and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. Alternate prices are good for both adds and deducts.

« »

§ 4.3 Unit prices, if any are as follows:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The rates provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

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

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

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

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 The Owner shall make payments to the Contractor on each Application of Payment within 45 days of the Owner Representative's receipt of a properly submitted, correct and accepted Application, in accordance with the provisions of the AIA A201-2007 General Conditions, Article 9, as amended. The "Owner Representative" shall be as defined in AIA A201-2007 Paragraph 2.1.1.1.

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Seven and One Half Percent (7.5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Seven and One Half Percent (7.5%);
- .3 In addition, if the State Commission on Human Rights and Opportunities (“CHRO”) authorizes the award or execution of this contract in advance of CHRO’s approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.
- .4 Subtract the aggregate of previous payments made by the Owner; and
- .5 Subtract amounts, if any, for which the Owner Representative has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner Representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, subject to the provisions of the AIA A201-2007 General Conditions, Article 9, as amended.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The University Master Planner and Chief Architect for Planning, Architectural & Engineering Services for the Owner and in the case of a project for UCONN Health (“UCH”), its Associate Vice President for Facilities

Development & Operations will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 BINDING DISPUTE RESOLUTION
NOT USED.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 NOT USED.

§ 8.3 NOT USED.

§ 8.4 NOT USED.

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

§ 8.6 Other provisions:

The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Interim Executive Vice President for Administration and Chief Financial Officer, or in the case of UCHC its Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University:

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

§ 8.7 ETHICS AND COMPLIANCE

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§ 8.8 Joint Venture

§ 8.8.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended and attached hereto.

§ 9.1.3 NOT USED.

§ 9.1.4 The Specifications are those contained in the Project Manual dated _____ and are as follows:

Table of Contents – Exhibit A

§ 9.1.5 The Drawings are dated _____ and are as follows:

List of Drawings – Exhibit B

§ 9.1.6 The Bid Clarifications or Addenda, Exhibit C, if any, are as follows:

Number	Date	Pages

Portions of Bid Clarifications or Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are as follows:

- The Invitation to Bid dated _____
- Notice and Instructions to Bidders _____
- Contractor’s Proposal Form dated _____
- Contractor’s Schedule of Labor Rates approved by the Owner attached as Exhibit D
- Contractor’s Critical Path Method (“CPM”) Schedule approved by the Owner attached as Exhibit E
- Project Manual dated _____
- Owner’s Contractor Environmental, Health & Safety Manual
- Payment and Performance Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

This Agreement is entered into as of the day and year first written above and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)
 _____, Executive VP for
 Administration & CFO

Duly Authorized: CGS §§ 10a-104 and 10a-108
 (Printed name and title)

CONTRACTOR (Signature)

« Duly Authorized »« »
 (Printed name and title)

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant/Associate Attorney General

Date Signed: _____

W
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A
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P
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W
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General Conditions of the Contract for Construction

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

The following document is the AIA A201 – General Conditions of the Contract for Construction as modified by the University of Connecticut.

Modification Date: December 1, 2014

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

<< >>>

THE OWNER:
(Name and address)

<< >>< >
<< >

THE CONTRACTOR:
(Name and address)

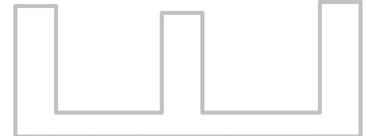
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THE ARCHITECT:
(Name and address)

<< >>< >
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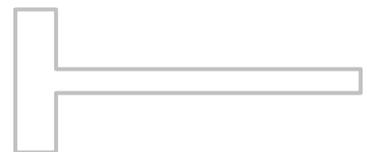
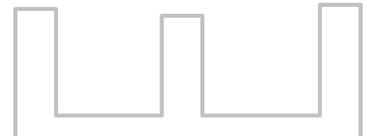
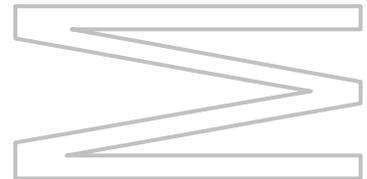
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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME



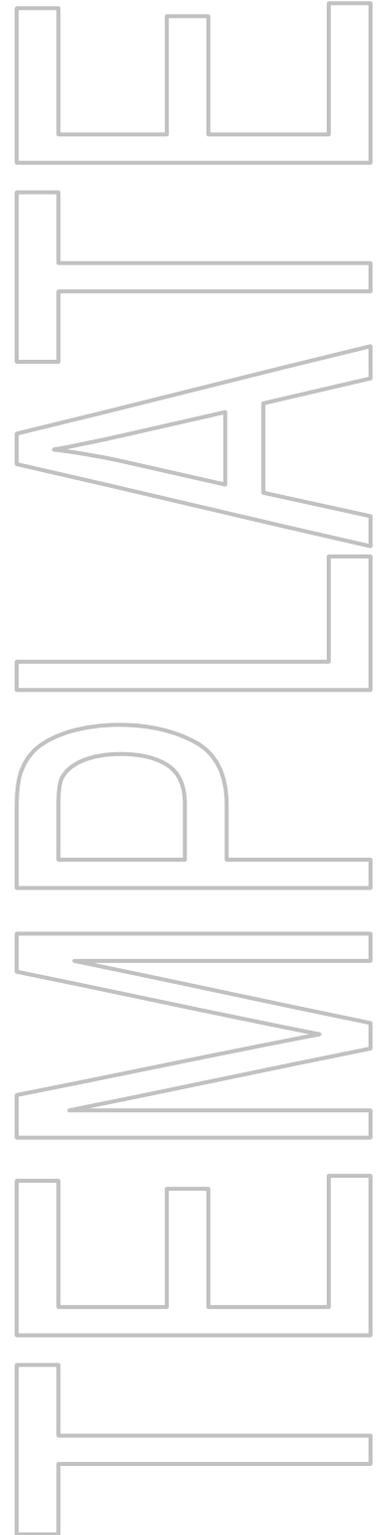
ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available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



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12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
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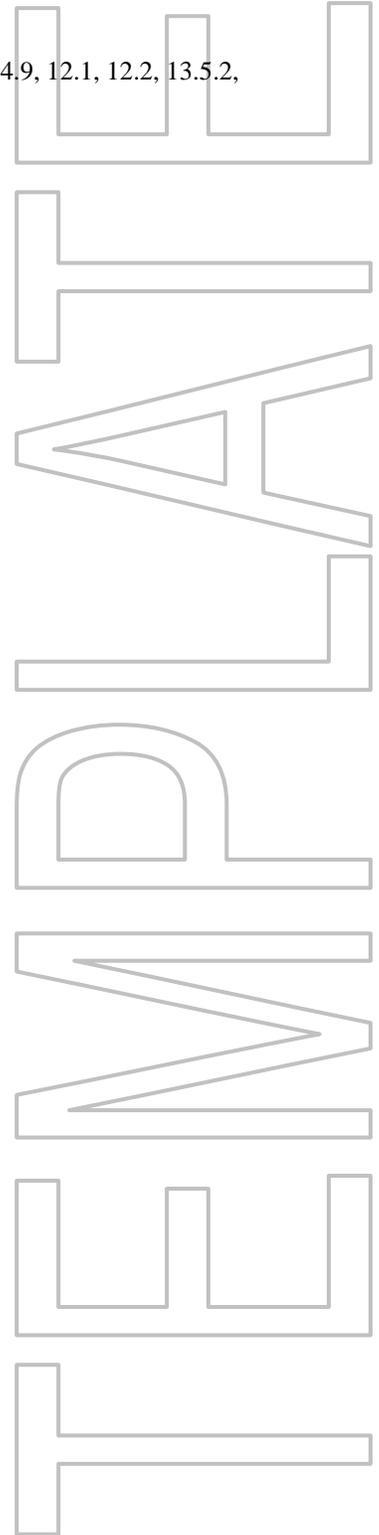
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of these General Conditions, as amended, the AIA A101-2007, as amended, Drawings, Specifications, Bid Clarifications and/or Addenda issued prior to execution of this Contract, other documents listed in this Contract and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears in Article 9 of the AIA A101-2007. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Architect.

§ 1.1.1.1 Whenever the words, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the direction”, “requirement”, “order”, “designation”, or “prescription” of the Owner Representative is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean, “approved by”, or “acceptable to”, or “satisfactory to” the Owner Representative unless otherwise expressly state. The “Owner Representative” shall be as defined in the AIA A201-2007 Section 2.1.1.1.

§ 1.1.1.2 Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is, “furnished and installed”.

§ 1.1.1.3 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only, and neither limit or amplify the provisions of this Contract in itself. The use herein of the word “including”, when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation”, or “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project, whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 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.

§ 1.1.9 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the AIA A101-2007 Contract Section 6.1 to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Contract under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

§ 1.2.1.1 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract documents and applicable standards, codes, and ordinances, the Contractor shall: 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement; either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1.1 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

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

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

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

§ 1.2.4 In performing its obligations under this contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work, or the Contract.

§ 1.2.5 If any item, material, product or equipment is found to be specified in more than one Division Section or Article of the Specifications, the Contractor shall be responsible for determining which subcontractor or supplier shall provide the item.

§ 1.2.5.1 When applied to materials and equipment, the words "furnish", "install", and "provide" shall mean the following:

The word “provide” shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit for their intended use, as specified in Section 3.5 of the General Conditions.

The word “furnish” shall mean to secure, pay for, deliver to site, unload, uncrate and store materials.

The word “install” shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Section 3.5 except those included under the definition of the word “furnish” above.

The phrase “furnish and install” shall be equivalent to the word “provide”.

§ 1.2.5.2 The phrase “match existing” shall mean the following:

Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 EXECUTION OF CONTRACT

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.

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

§ 1.6.1 For the purposes of this Contract only, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors. The Owner will retain all common law, statutory and other reserved rights, including copyrights unless the Contract between the Owner and Architect provides otherwise. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

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

§ 1.8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.1.1 A staff member of the Owner shall be designated as the "Owner Representative". All contact and communication with the Owner shall be through the Owner Representative, or his or her designee. The Owner, on certain projects, may also retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. Should this occur, the Contractor will be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

§ 2.1.2 NOT USED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 NOT USED.

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work. Contractor shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt.

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

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

§ 2.2.5 The Contractor shall purchase such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent

required by Section 6.1.3. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-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, after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 EXTENT OF OWNER RIGHTS

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor shall not replace the Contractor's representative without the prior written consent of the Owner.

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

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

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract Documents, which representations and warranties shall survive the execution and delivery of the Contract Documents and the final completion of the Work;

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor and all Subcontractor tiers have visited the site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor and all Subcontractors shall visit the Project site and become acquainted with all existing conditions and conduct all tests, examinations or inspections including, but not necessarily limited to any subsurface investigations they deem necessary or as required by law, at their sole expense, to satisfy themselves as to existing conditions on the site, including sub-surface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner shall approve of any engineer or consultant engaged to perform such test, examination or inspection.

§ 3.2.3 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner Representative any errors, inconsistencies or omissions discovered or which should have been discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. After reporting to the Architect any error, inconsistency, or omission which the Contractor may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written response and or clarifications and, if required, Owner approval of Contract adjustments.

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

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

§ 3.2.6 No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably anticipated, prior to execution of the Contract by visiting the project site and observing existing conditions and/or comparing these to the Contract Documents at the time of shop drawings and/or submittals.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall schedule and perform the Work so as not to interfere with any other related work being performed by the Owner in or about the Project site. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences

or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.3.4 The Contractor shall send its qualified representative to periodic progress meetings held at such time and at such place as Architect or the Owner shall designate in accordance with the Contract Documents.

§ 3.4 LABOR AND MATERIALS

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

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

§ 3.4.2.1 In connection with any requests for substitutions, the Contractor:

- .1 represents that the Contractor and Subcontractor or any applicable tier have personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor and proposed manufacturer will provide the same or superior warranty coverage 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 the substitution which subsequently become apparent;
- .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;
- .5 shall make requests for substitutions within fifteen (15) days after Contract award or at the preconstruction meeting; and
- .6 shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner Representative associated with addressing the request for substitution.

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

§ 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language on or about the Work embraced in this Contract.

§ 3.4.3.2 The Contractor shall neither permit nor suffer lewd conduct on or about the Work embraced in this Contract.

§ 3.4.3.3 All of Owner's buildings are smoke-free buildings. Additionally, the Contractor shall not permit outdoor smoking, where it creates a hazard, nor the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Owner's property.

§ 3.4.3.4 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.

§ 3.4.3.5 The Contractor shall familiarize himself and act in compliance with the current "President's Policy on Harassment" including its provisions prohibiting sexual harassment.

§ 3.4.3.6 The Contractor is hereby specifically cautioned that unless specifically authorized in writing by the Owner's Interim Executive Vice President for Administration and Chief Financial Officer or in the case of a University of Connecticut Health Center project, the Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of Contractor's work product or services.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

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

Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 Concealed or Unknown Conditions. See Section 15.1.8.

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT AND PROJECT MANAGER

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

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

§ 3.9.3 The superintendent(s) shall be satisfactory to the Owner and the Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason the superintendent(s) is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

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

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

§ 3.9.6 The project manager shall be satisfactory to the Owner and the Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. If for any reason the project manager is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not replace the project manager without the prior written consent of the Owner.

§ 3.9.7 Additional key personnel may be required for this project. The Contractor shall provide additional personnel as required to ensure proper project coordination.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within ten (10) days of the date reflected on the Letter of Intent to Award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be in such format, and contain such information as the Owner may request or outlined in Division 1 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall, with the prior review and approval of the Owner and Architect, be revised at appropriate intervals as required by the conditions of the Work and Project, 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.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Bid Clarifications and/or Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such action will not be grounds for time extension to the Contract.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 See Specifications for additional information on Shop Drawings.

§ 3.13 USE OF SITE

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

§ 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the premises where the Work is to be performed.

§ 3.13.3 The Work in this Contract should not interfere with normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner approved by the Owner Representative as a part of the Contract.

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

§ 3.13.4.1 Notification: The Contractor shall notify the Owner Representative and the Building Safety Committee Representative two (2) days prior to commencing work in occupied office, classroom and other areas. This notification shall include detailed description of proposed work.

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

§ 3.13.5 The Contractor shall produce a site mobilization plan for the Owner Representative's review and approval before beginning operations on site. This document shall be updated and submitted monthly. No deviations will be allowed without the prior approval of the Owner.

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.14.3 Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members.

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

§ 3.18.3 The Contractor further agrees to obtain and maintain at its expense such general liability insurance coverage as will insure the provisions of this Section and other contractual indemnity obligations assumed by the Contractor in this Contract.

§ 3.18.4 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall further indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them, as set out above for any acts that are outside of the contract specifications, and without the supervision or direction of the Owner, its Architects and Engineers; additionally this same indemnification shall apply to the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that 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 the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner Representative will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The Architect shall advise and assist the Owner Representative in performing any of the functions set forth in this Section.

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

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. The undertaking of any inspections by the Architect is not to be construed as supervision of actual construction, nor to make the Architect responsible for providing a safe place for the performance of work by the Contractor of the Contractor's employees, or those of suppliers of subcontractors for access, visits, work, travel, or occupancy by any person.

§ 4.2.10 NOT USED.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable from the date of the Letter of Intent to Award, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. The Contractor shall submit the list of the subcontractors along with their CT registration number and FEIN or social security number if no FEIN number is available, within ten (10) days of the Letter of Intent to Award.

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

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

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

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

or who is party to a legal dispute with the State of Connecticut.

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

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

§ 5.2.5 As set forth more fully in the Notice and Instructions to Proposers, if the value of the masonry, electrical, mechanical (other than HVAC) and HVAC work each exceeds \$25,000, the Contractor may be required to list the names and prices of Subcontractors for masonry, electrical, mechanical other than HVAC, and HVAC work, as well as other Subcontractors or as may be required by the Bid Documents. Substitution of a Subcontractor for one named in the Bid Document, or substitution of a Subcontractor for any designated sub trade work bid to be performed by the Contractor's own forces, shall not be permitted, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or where appropriate, Contractor's: (1) death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bonds shown on the Proposal Form; (5) inability to obtain, or loss of, a license

necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a Subcontract, as set forth in the Bid Documents.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.3.2 Any Subcontract must be in the form as provided by the Owner in accordance with Section 4b-96 of the Connecticut General Statutes. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner.

Within five days after being notified of an award of a general contract by the University or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Contractor shall present to each listed and approved Subcontractor, or approved Substitute Subcontractor, which will be performing masonry, electrical, mechanical other than HVAC, or HVAC work, or which will be performing other subcontract work which the Owner has designated in the Bid Documents as applicable to the following requirements:

1. A Subcontract in the form as described above.
2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Contractor to execute a Subcontract in the form hereinafter set forth, the Contractor shall propose another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Contractor shall provide the University with all documents showing (A) the Contractor's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Contractor shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. If any part of a Contractor's work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any other separate Contractor, or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of his work, without interference to any other contractor.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the Project Schedule in accordance with Section 8.3.

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

§ 7.2.2 CHANGE ORDER COST COMPONENTS

The contractor's proposal for a change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include the following itemized cost components, as appropriate:

§ 7.2.2.1 Engineered Equipment and Materials:

Engineered Equipment shall be defined as equipment specified by the contract from a single manufacturer. **Material** (bulk materials) shall be defined as permanent construction materials that become part of the completed installation. Engineered Equipment and Material costs shall be considered all-inclusive of the purchase cost of the equipment including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer quotes subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours for change orders shall be itemized indicating the estimated direct labor to be expended in the actual installation of equipment and materials that will become a permanent part of the finished project. The quantity of hours shall be based upon the contractor's estimate to complete the work based upon actual field conditions subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as cost of the direct labor estimated in the actual installation of equipment and materials that will become a permanent part of the finished project. Direct field labor may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor costs may include contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor subject to review and approval by the Owner's representative, with the advice of the Architect.

The contractor's direct labor rates as outlined above are to be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner.

If the project is subject to prevailing wage rates, no wage above the prevailing rate shall be allowed unless such rate is substantiated by documentation of actual wages paid in the proposed amount or subject to labor rates submitted and accepted by the Owner as part of the contract documents.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Contractor owned or rented equipment and major tools costs are allowed as part of the cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. Major tools shall be defined as non-hand held tools. Pricing rates for equipment and major tools shall be acceptable if agreed to by the Owner. In such cases, equipment costs shall be submitted for review and approval by the Owner, with the advice of the Architect. Changes that require specialized equipment not already on site shall have costs shown separately and shall include justification.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall include field (onsite) supervision (superintendent, general foremen, field engineers)

Field overhead (Indirects) are allowed as part of a cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. In such cases additional costs of supervision and directly attributable to the change based on supporting data additional shall be submitted for review and approval by the Owner, with the advice of the Architect. The hourly rate for such personnel shall be based upon rates submitted to and approved by the Owner with the advice of the Architect. Changes that require specialized personnel or additional staff shall have costs shown separately and shall include justification.

Field Facilities shall include the following classifications, as applicable:

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

Field Facilities costs are not allowed as part of the costs of a Change Order except in the event that a change involving an adjustment in contract time is submitted and approved in accordance with Section 8.3 or for changes that do not impact the critical path, it is demonstrated to the Owners satisfaction that such incremental costs are valid and related to the change in work. In such cases, Field Facilities costs shall be submitted for review and approval by the Owner, with the advice of the Architect.

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

§ 7.2.2.7 Subcontractors:

Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the general contractor’s contractual agreement with the owner. Include detailed Subcontractor cost proposals as backup to all subcontractor pricing.

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

Overhead and Profit shall be applied as a percentage to the total cost of the change and shall include:

1. All home office expenses;
2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor’s safety program;
3. Small tools, which are defined as construction tools with a value of up to \$500;
4. Consumable materials, which are normally used in the execution of the work and as may be further defined in the general conditions section of the specifications;
5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);
6. Indirect costs as related to support staff;
7. Commercial General, Automobile, Umbrella, Aircraft and Contractor’s Pollution Liability Insurance as described in Section 11.1.2;
8. Parking;
9. Safety;
10. Commissioning Requirements;
11. Such other items as are commonly considered part of home office overhead;
12. Company vehicle, gas, mileage and travel time;
13. Union-related contributions, fees, expenses and costs;
14. Any training; and
15. Licenses.

§ 7.2.2.9 The determination of overhead and profit allowance for a contract change shall be based on the total direct cost of the work including material, labor, and equipment cost, as appropriate, utilizing the Contractor/Subcontractor Combined Overhead and Profit Markup Table as follows:

Contractor/Subcontractor Combined Overhead and Profit Markup Table:	
Contractor markup on self performed work	15%
Contractor markup on subcontractor work.	5%
Subcontractor markup on self performed work.	15%
Subcontractor markup on first tier sub-subcontractor work.	5%
Sub-subcontractor markup on self performed work.	10%
Subcontractor markup on Sub-subcontractor subtier work	0%
Sub-subcontractor markup on subtier work.	0%

§ 7.2.2.10 Upon computing of the direct costs and applying the Section 7.2.2.9 mark ups to the direct costs on a compounded basis, the aggregate allowance for overhead and profit on any contract change shall not exceed twenty percent (20%).

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

§ 7.2.2.12 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.2.13 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.2.2.14 Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond. Such Bond Costs will be adjusted as a final Change Order to the Contractor with no additional fee or mark-up.

§ 7.2.3 The Contractor shall submit cost proposals only on "Change Order Proposal Request Form" provided in Division 1 of the Specifications or on a form and in a format acceptable to the Owner. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontract proposals included in any work shall also be itemized.

§ 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor, Subcontractor or Subcontractor tiers overhead and profit mark-up.

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

§ 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the work attributable to the change as stated in 7.3.7.1 through 7.3.7.6. No markup shall be allowed for premiums on bonds and insurance.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method for adjustment in the Contract Sum and/or Contract Time shall be determined at the sole discretion of the Owner Representative, on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit in accordance with Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Any increase to Contract time will be limited to only changes that have been demonstrated through a critical path analysis in conformance with Section 8.3 and Division 1 of the Contract Documents to extend the Project end date. Unless otherwise provided in the Contract Documents, costs of performing the Work attributable to the changes for the purposes of this Section 7.3.7 shall be limited to the following as defined in Section 7.2:

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

§ 7.3.8 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.3.9 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 NOT USED.

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to approval of the Owner Representative, has 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 will be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of AIA Document A201 or if requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule, providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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

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

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

§ 8.2.4 The Contractor and the Owner agree that the times specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Owner which, in the opinion of the Owner Representative, can be performed concurrently with the original work specified and therefore do not warrant the granting of an extension of time.

§ 8.2.5 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Architect and the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

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

§ 8.3.2.4 Any additional cost to the contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or be deemed valid.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.1.1 Submission of the Schedule of Values shall be made within five (5) days for projects under One Million Dollars (\$1,000,000.00) and for all others within thirty (30) days of the Contract execution.

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 By the twenty-fifth of each month, the Contractor shall submit to the Owner Representative and the Architect a Draft Application for Payment for Work in the form of an AIA Document G702, Application and Certification for

Payment, supported by AIA Document G703, Continuation Sheet. The latest edition of each document must be used.

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

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

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

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

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

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

§ 9.3.1.3 Such Application for Payment shall include a deduction of seven and one half (7.5%) percent of the estimated amount of the application to be retained by the Owner until the completion of the entire Contract in an acceptable manner. The Contractor shall be prohibited from withholding more than seven and one half (7.5%) percent retainage from any payment which is otherwise due to any Subcontractor.

§ 9.3.1.3.1 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.

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

§ 9.3.2 Unless otherwise specifically approved, the Owner will pay only for material and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be similarly made for material and equipment suitably stored on site or off site at a location agreed upon in writing. Payment for materials and

equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payment for stored material either on site or off site will require Owner's prior approval. Approval will be dependent upon demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relationship to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material during storage, transfer of ownership of the material to the Owner and indemnify the Owner from any delay, cost associated with or resulting from, the loss or damage of such material during such storage. Payment for such material will be paid for at 80% of invoice verified cost. No stored payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to insure such items are part of the work identified in this Contract.

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

§ 9.3.4 If payment for stored products is approved, Contractor shall furnish with Application for Payment a vendor invoice establishing value of material and equipment stored along with a statement of amount to be paid to vendor.

§ 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either 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 in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect following consultation with the Owner Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor

and Owner as provided in Section 9.4.1. The Architect following consultation with the Owner Representative 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 3.3.2, because of

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 For every Contract with the Owner for the construction, alteration or repair of any building or work;

- .1 The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner;
- .2 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished,

within thirty (30) days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner Representative. Upon such acceptance and consent of surety, if any, and release of the Project from CHRO, applying to such Work or designated portion thereof, at the sole discretion of the University, reductions in retainage may be allowed before the Contractor reaches substantial completion. Such reductions shall not be allowed without a release from the bond company. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

to expire until at least thirty 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 9.8.5, (7) copies of all certified payrolls, (8) certifies that all material installed does not contain asbestos, (9) the Certificate of Substantial Compliance referenced in Section 9.8.6, and (10) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made to the Contractor, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 NOT USED.

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

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 Time is of the essence to the Contract Documents and all obligations there under. The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion, or causes any delay to the Substantial Completion of any portion of the Work within the Contract Time, as may be extended by the Owner, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and the Contractor agree as follows:

- .1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount per calendar day specified in §3.3 of the AIA A101-2007 for every calendar day that the Contractor is in default, commencing upon the first day following the expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.
- .2 The Owner shall be entitled to recover as actual damages the Owner's costs, expenses and damages it incurs in connection with the completion of the Work in the event that the Contractor fails to complete the Work, and/or the Contractor's surety fails to perform the Work pursuant to any Performance Bond. The Owner shall be entitled to recover as actual damages any payments it makes to any subcontractor or materials supplier that the Contractor's surety fails to pay pursuant to any Payment Bond.
- .3 The Owner may deduct liquidated damages described in Clause 9.11.1.1 from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner, together with interest from the date of the demand at the legal rate.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.1.1.1 In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.

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

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

- .1 **Compliance of Work, Equipment and Procedures with all Laws:** All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupations Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSHA Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto, including without limitation the O. In the event of conflicting provisions the more stringent shall govern. The Owner reserves the right to assess fines and penalties to the Contractor for violations of the Owner's Contractor Environmental Health and Safety Manual as may be more specifically referred to in the Manual and may deduct such fines and penalties from any payments due the Contractor under the Contract.
- .2 **Contractors Designation of Safety Program Administrator:** The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full time position dedicated to this Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor

shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's Representative in the performance of its duties as described above and the names of such representative shall be given to the Owner.

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

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

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

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend indemnify and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.1.8. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

§ 10.2.3 At a minimum, the Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor, at a minimum, shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods..

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

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

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

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

§ 10.3.1.2 Per OSHA's Hazard Communication Standard, Contractors are expected to inform and provide the Owner any MSDSs of materials to be used in their work at the University of Connecticut. Contractors shall provide a chemical inventory and information on the location of chemical use and storage. The Contractor shall be responsible for the removal of all unused portions of chemicals and their waste products from the Project Site. A copy of the Hazard Communication Policy is available for review by the Contractor or prospective Proposers of the Contract at the Office of Capital Project & Contract Administration or at:

<http://www.ehs.uconn.edu/Occupational/occuhazard.php>

or <http://ors.uhc.edu>

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Upon written request, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, 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 shut-down, delay and start-up which may have occurred, but must be demonstrated as impacting the critical path of the schedule.

§ 10.3.3 NOT USED.

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

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

§ 10.3.6 Contractor shall verify that all material/equipment installed in any portion of the Work shall be asbestos free. The Owner may perform sampling to verify all suspect material/equipment is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense. Contractor shall visually and in writing provide to Owner or its representative proof that products or equipment to be used are non-asbestos containing, asbestos free, do not contain asbestos, or similar via manufacture statement on product itself or accompanying information.

10.3.6.1 For purposes of this requirement, materials include, but are not limited to, the following:

- .1 **Surfacing Treatments**
Fireproofing Acoustical Plaster
Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications
- .2 **Thermal System Insulation**
Equipment Insulation

Boiler, Breeching, Boiler Rope, Duct or Tank Insulation, Cement or Mortar used for boilers and refractory brick
Piping and fitting insulations including but not limited to Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation

3 Roofing and Siding Miscellaneous Materials

Insulation Board Vapor Barriers
Coatings Felts
Flashing Shingles
Cementitious Board (Transite) Galbestos
Non-Metallic or Non-Wood roof Decking

4 Other Miscellaneous Materials

Cove Base Floor Leveling Compound
Ceiling Tile Vermiculite Insulation
Vibration Isolators Laboratory Tables and Hoods

§ 10.3.7 Most buildings at the University of Connecticut have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract.

§ 10.3.8 Every effort has been made to identify ACM; however, there may be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.

§ 10.3.9 The Contractor shall make every attempt to accomplish work in such a manner as to not disturb ACM or suspected ACM. If the Work cannot be accomplished without disturbing ACM or suspected ACM, or if ACM abatement is specifically incorporated as part of this contract, the Contractor must have the applicable training, licenses, or any other qualifications necessary to perform such work safely and in accordance with Federal, State and Local regulations.

§ 10.3.10 The Contractor shall bring to the immediate attention of the Owner Representative the location of suspected ACM that will be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.

§ 10.3.11 Asbestos surveys for most buildings of the Owner which are part of this Contract are available for Contractor's review in the Architectural and Engineering Services building or for UCHC projects at the Facilities Development & Operations office..

§10.3.12 Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Contractor shall conduct demolition and removal work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c)-11; and 22a-449(c)-100 through 110.

§ 10.3.13 Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.

§ 10.3.14 **If this is a renovation project**, testing for lead-based paint has been conducted at selected facilities of the Owner. Results of LBP testing are for information purposes only. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

§ 10.3.15 Except for UCHC projects, lead based paint testing results are available at the Architectural and Engineering Services building. Contractors proposing on this project are requested to visit this office and review lead testing documents.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

10.5 LOCKOUT/TAGOUT PROCEDURES REQUIRED BY OSHA

§ 10.5.1 OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tag out of machines or equipment. The purpose is to prevent injuries by ensuring that hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or maintenance activities, which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

§ 10.5.2 The Owner has a written Lockout/Tag out Policy, as required under 29 CFR 1910.147. The policy is available for review by the Contractor or prospective Proposers of this Contract upon request.

§ 10.5.3 Prior to commencing any work under this Contract that will or may involve exposure to potentially hazardous energy; the Contractor shall notify the Owner Representative of the lockout/tag out procedures to be used. Lockout/tag out procedures shall be exchanged between the Contractor and the Owner Representative at the Pre-Construction Conference.

§ 10.5.4 All work carried out under this Contract that will or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits).

10.6 SOLVENT BASED PRODUCTS

§ 10.6.1 The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. The use of solvent-based products in non-occupied areas shall be carried out using adequate ventilation that prevents migration of vapors into occupied areas. If solvent-based products are to be used in occupied areas, then work shall only be accomplished on nights or weekends and with prior approval with the Owner Representative; continuous ventilation should be provided as required to mitigate odors on building occupants using adequate ventilation. The Contractor's representative shall notify the Owner Representative, the Department of Environmental Health and Safety and the Building Safety Committee Representative two (2) days prior to the intended date of such work.

10.7 CONFINED SPACE ENTRY

§ 10.7.1 Certain areas at the University of Connecticut such as manholes, tanks, vessels, trenches, ducts, etc. meet the OSHA definition of a confined space (pursuant to 29 CFR 1910.146) in that they: 1) are large enough and so configured that an employee can bodily enter and perform assigned work; 2) have limited or restricted means for entry or exit; and 3) are not designated for continuous employee occupancy.

§ 10.7.2 According to this OSHA regulation, employers are required to implement a confined space entry permit program if its employees will enter confined spaces which have one or more of the following characteristics: 1) contain or have the potential to contain a hazardous atmosphere, 2) contain a material that has the potential for engulfing and entrant, 3) have an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contain any other recognized safety or health hazard. Such a space is considered to be a permit-required confined space.

§ 10.7.3 The Owner has a written confined space entry policy, which implements a permit program. The policy is available for review by the Contractor or prospective Proposers of this Contract at the Architectural and Engineering Services building.

§ 10.7.4 Prior to commencing work that may require entry into a confined space; the Contractor shall consult with the Owner Representative and the Environmental Health and Safety Department to become apprised of the locations, the nature of the hazards, and safe entry procedures of known permit-required confined spaces.

§ 10.7.5 The contractor shall coordinate entry operations with the Owner through the Owner Representative when both Owner and Contractor personnel will be working in or near permit spaces.

§ 10.7.6 Any work carried out under this Contract that will require entry into a confined space shall be carried out in accordance with all applicable Federal, State, and Local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit required confined spaces), 1926.21(b) (6) (Safety Training and Education – Employer responsibility (confined spaces)), 1926.352(g) (Fire prevention in enclosed spaces) and 1926.353(b) (Welding, cutting and heating in confined spaces).

10.8 EXCAVATION AND TRENCHING

§ 10.8.1 The Owner has a written Excavation and Trenching Policy, which can be found in the Owner's Contractor Environmental Health and Safety Manual.

§ 10.8.2 Any work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulation 29 CFR 1926 Subpart P (Excavations).

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall demonstrate and provide evidence of insurance in an industry accepted certificate of insurance and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

- .2 **Commercial General Liability Insurance:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The coverage shall contain no special limitations on the scope of protection afforded to the State. Said policy shall also state that it is primary insurance, and that the Owner, the State of Connecticut, the Contractor, and such other persons or interests as the Owner may designate as additional insured in connection with the performance of the Work, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insured, completed operations for a period of three (3) years after final completion of the Work.
- .3 **Automobile Liability Insurance:** Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than, as respects Contractor and all tiers of Subcontractors, \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.
- .4 **Umbrella Liability Insurance:** Umbrella liability (following form) in the amount of \$5,000,000 per Occurrence.
- .5 **Aircraft Liability:** If aircraft of any kind is used by the Contractor, any tier of Subcontractor or by anyone else on their behalf, the Contractor or Subcontractor shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the Work by the Contractor, Subcontractor or anyone else in limits of \$50,000,000 Combined Single Limit for any one occurrence, each aircraft.
- .6 **Contractor's Pollution Liability:** If the work of this project includes the abatement, removal, cleanup or handling of any asbestos, PCB's, lead based paint, or other pollutants or hazardous materials, then the Contractor shall also provide evidence that Pollution Liability Insurance, including completed operations and Contractual Liability coverage of not less than limits of \$5,000,000 has been procured and is in force on the project. However, if the Contractor demonstrates that coverage for claims arising out of the abatement, removal, cleanup or other handling of asbestos, PCB's, lead based paint, or other pollutants or hazardous materials is covered by the Contractor's general liability insurance, a separate Contractor's Pollution Liability Policy will not be required.
- .7 **Builder's Risk:** If the Project is for new construction, rather than for renovations to an existing structure or facilities, the Contractor shall purchase and maintain Builder's Risk Insurance, ISO CP 30 10 00 special form, in the amount of the initial contract amount plus values of subsequent modifications or change orders on a replacement cost basis. The Builder's Risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, temporary buildings, transit, debris removal, increased cost of construction, architect fees and expenses, soft costs, flood and earthquake. Builder's Risk shall include portions of work located away from site but intended for use at the site. Contractor shall obtain consent of the insurance company and delete any provisions with regard to restrictions within any occupancy clause. Equipment break down coverage shall be included and shall cover insured equipment during installation and testing.
- .8 It is agreed that the Owner, the State of Connecticut, their officers, officials, agents, employees, boards and commissions shall be additional named insureds under the coverages described in Clauses 11.1.2.2; 11.1.2.3; 11.1.2.4; 11.1.2.5; 11.1.2.6; 11.1.2.7 and that said coverage(s) is provided for all operations, uses, occupations, acts and activities of the insureds under the Contract Documents and under any amendments, modifications, extensions or renewals of said Contracts regardless of whether liability is attributable to the named insureds or a combination of the named insureds and the additional named insureds.
- .9 If the Contractor is a joint venture, the joint venture and each individual partner of the joint venture must be designated in each policy as named insureds.
- .10 A Certificate of Insurance shall clearly indicate the Project name, Project number or some easily identifiable reference to the relationship to the Owner.
- .11 Each liability policy shall contain a Cross Liability Endorsement.

- .12 Coverage, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
- .13 All insurance secured by Contractor or Subcontractors pursuant to the Owner's requirements under the provisions of this Section 11.1.2 shall be in policies subject to the Owner's approval, as to form, content, limits of liability, cost and issuing companies. Such companies shall have and maintain an A.M. Best rating of not less than A-(VII), or otherwise acceptable to Owner.
- .14 If the Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of Owner.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, terminated or materially changed, altered or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief and shall identify on their faces the project name and contract number to which they apply. The Certificate(s) of Insurance must also provide clear evidence that the Contractor's Insurance Policies contain at least the minimum limits of coverage and special provisions prescribed in Article 11.

§ 11.1.4 Form Certificates acceptable by the Owner shall be Accord 25(2001/08) together with Endorsement CG 20 37 07 04.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE NOT USED.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Property insurance on an all-risk basis, including coverage for the perils of earthquakes and floods, has been purchased by the Owner. Insurance required by Section 11.3 is not intended to cover machinery, tools and equipment of the Contractor which is used in the performance of the Work, but is not incorporated into the permanent improvements, nor any materials and equipment paid for by the Owner and stored off-site, for which the Contractor shall procure property insurance satisfactory to the Owner. The Contractor shall, at its own expense, provide coverage for its machinery, tools and equipment subject to these provisions.

§ 11.3.1.1 NOT USED.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then procure and maintain insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the Owner's property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 NOT USED.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
NOT USED.

§ 11.3.4 NOT USED.

§ 11.3.5 NOT USED.

§ 11.3.6 NOT USED.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights of subrogation against (1) each other and any of their subcontractors of all tiers, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors of all tiers, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3, the boiler and machinery insurance maintained by the Owner or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Contract between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the

method of binding dispute resolution in the Contract. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND; PAYMENT BOND AND GUARANTY/CASHBOND

§ 11.4.1 The Contractor shall furnish to the Owner and deliver at the time of contract signing Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et seq. and the requirements of this Section 11.4. In all cases where the Contract Sum exceeds \$100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each such Bond shall be in compliance with the form which has been adopted by the Owner as its required form of payment or performance bond and shall be provided by a Surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner, and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum. The Payment and Performance Bonds shall name as "Obligee" the University of Connecticut.

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

§ 11.4.1.2 Each surety bond and surety contract between the Contractor named as a principal on the bond and the surety that issued the bond shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

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

§ 11.4.3 If the Contractor proposes a Subcontractor default coverage program, the Contractor must demonstrate a cost savings of no less than 18% as compared to the actual Subcontractor traditional bond cost, including a reasonable percentage for changes as agreed upon by the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Owner Representative with the advice of the Architect has not specifically requested to examine prior to its being covered, the Owner Representative with the advice of the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner Representative with the advice of 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, inspections, uncovering and replacement, and compensation for the Architect's and Owner Representative services made necessary thereby, shall be at the Contractor's expense.

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, 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 at Contractor's sole expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4 or may exercise any other commercially reasonable remedies to compensate Owner for any expenses losses or damage caused by such nonconforming work.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without 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.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner Representative services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST
NOT USED.

§ 13.7 TIME LIMITS ON CLAIMS
NOT USED.

§ 13.8 NON-DISCRIMINATION, AFFIRMATIVE ACTION, GOVERNOR'S EXECUTIVE ORDERS, AND OTHER MISCELLANEOUS PROVISIONS

§ 13.8.1 NONDISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(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.

§ 13.8.2 This Contract is subject to the provisions of **Executive Order No. 3 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 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 party of this Contract as if they had been fully set forth herein. At the Contractor's request, the Owner shall provide a copy of these orders to the Contractor. 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.

§13.8.3 ETHICS AND COMPLIANCE

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§13.8.4 CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in P.A. 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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) below:

SEEC FORM 11
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 on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for

nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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.

§ 13.8.5 WHISTLEBLOWING:

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

§ 13.8.6 COMPLIANCE WITH OWNER POLICIES AND GUIDELINES

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

§ 13.9 PREFERENCE IN EMPLOYMENT

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

§ 13.10 MINIMUM WAGE RATES

§ 13.10.1 If this project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is \$100,000 or more then:

- .1 The wages paid on an hourly basis to any 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 (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 project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

§ 13.10.2 The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an Addendum. The Contractor agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be

considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

§ 13.11 HOURS OF LABOR PERMITTED

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

§ 13.12 EXAMINING AND COPYING CONTRACTOR'S RECORDS

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

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

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

§ 13.13 SYSTEM LAYOUT DRAWING

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

§ 13.14 GUARANTY OF PERFORMANCE

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

§ 13.15 JOINT VENTURE

§ 13.15.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§ 13.16 WORKER GEOGRAPHIC DISTRIBUTION

§ 13.16.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.16.

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

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

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

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

§13.16.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.16.

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- .3 Not Used.
- .4 Not Used.

§ 14.1.2 Not Used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

§ 14.2.2 When any of the above reasons exist, the Owner, with advice of the Architect and upon certification by the Initial Decision Maker, determines that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause and without prejudice to or waiving any other right or remedy of the Owner, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of a Notice of Termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:

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

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

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

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

- .1 The amount of payments previously made
- .2 The Contract price of work not terminated.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension or time, and/or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner Representative as described in Section 1.1.1.1 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Article 15 shall not commence until a written notice from the Contractor is received by the Owner Representative. No such claim shall be valid unless so made. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. No such claim shall be valid unless made in accordance with the provisions of this Article 15. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES NOT USED.

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

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the AIA 101-2007 Section 6.1 of the Contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided evidence or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.

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

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

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

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

§ 15.2.5 NOT USED.

§ 15.2.6 NOT USED.

§ 15.2.6.1 NOT USED.

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

§ 15.2.8 NOT USED.

§ 15.3 MEDIATION

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

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

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

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

§ 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of sixty (60) calendar days from the date of submittal, or until the parties reach impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.

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

§ 15.4 ARBITRATION OR LITIGATION OF CLAIMS

§ 15.4.1 NOT USED.

§ 15.4.1.1 NOT USED.

§ 15.4.2 NOT USED.

§ 15.4.3 NOT USED.

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

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

§ 15.4.6 CONSOLIDATION OR JOINDER

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

§ 15.4.6.2 NOT USED.

§ 15.4.6.3 NOT USED.

ARTICLE 16 CODE OF CONDUCT

§ 16.1 CODE OF CONDUCT

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

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the

Owner in writing. Any such commitment or representation is hereby incorporated herein by reference. The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

ARTICLE 17 BACKGROUND CHECKS

§ 17.1 The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by the Contractor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.

§ 17.2 Without limiting the obligations of the Contractor under § 3.18 of this Contract, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

ARTICLE 18 UNIVERSITY POLICIES

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

ARTICLE 19 SOVEREIGN IMMUNITY

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

This document acknowledging agreement to the General Conditions contained herein is entered into as of _____, 2014 and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

_____, Executive VP for
Administration & CFO

Duly Authorized: CGS §§ 10a-104 and 10a-108
(Printed name and title)

Date: _____

CONTRACTOR (Signature)

« Duly Authorized »« »
(Printed name and title)

Date: _____

APPROVED AS TO FORM:

Assistant/Associate Attorney General

Date Signed: _____

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SCOPE OF WORK

Project 902065 Res Life Facilities – Watson Hall Flooring Replacement Alumni Quad, 630 Gilbert Road, University of Connecticut, Storrs, CT

Floor Abatement

Designated work schedule is Monday-Friday, beginning no earlier than 7am; ending no later than 4:30pm

Job kick off meeting to be facilitated by University Project Manager prior to work beginning after contracts are awarded; Contractor will facilitate a weekly progress meeting with designated University personnel every week thereafter until abatement is completed.

Mechanical method of abatement to be utilized; no chemicals can be utilized

Work is to commence on the 6th floor and progress downward; prep work is to begin on 6th & 5th floor so 5th floor is ready for abatement as the 6th floor is completed, etc

Each floor is to be turned over to flooring contractor as abatement work is completed

Abatements are to be completed utilizing established OSHA/EPA abatement procedures/methods

Materials to be abated is existing asbestos containing floor tile in mastic in all student rooms as identified

All student rooms will be have furnishings removed/properly secured by the University prior to the abatement contractor arriving on-site.

Staging/equipment storage locations will be identified by the University; designated area is to be properly secured by the contractor

Independent abatement monitoring service will be provided by the University

Floor Replacement

Designated work schedule is Monday-Friday, beginning no earlier than 7am; ending no later than 4:30pm

No floors can be entered or started unless abatement team has completely cleared and cleaned spaces from floor removal.

End Date: July 1, 2016

Task:

To level floor after abatement, install new VCT flooring, Install black rubber threshold (Quantity – 122), clean floor, and add 3 coats of wax (The University uses Green #2 Universal Floor Finish – M.D. Stetson, or similar)

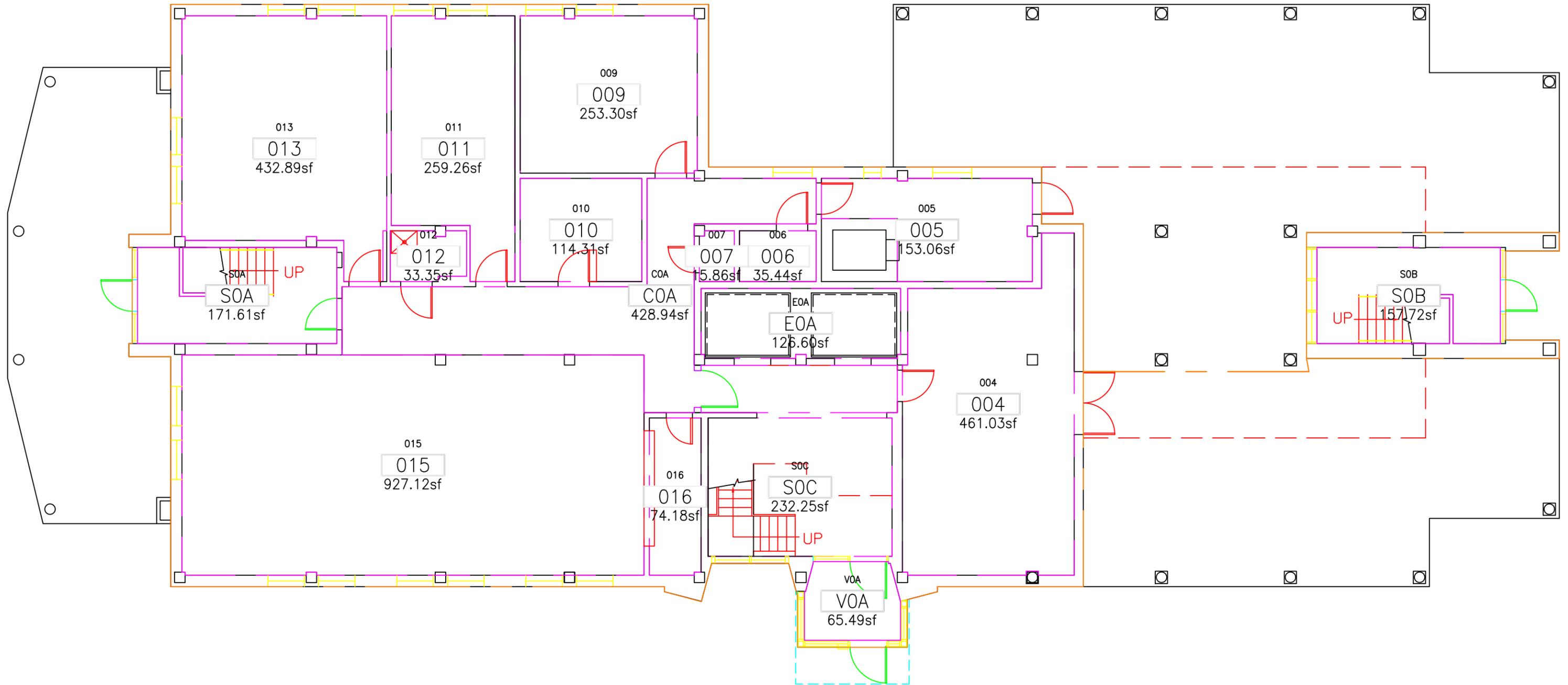
Flooring Type: Johnsonite Azrock Collection Item V-214 Ashes

Replace cove base in all student rooms (Black, 6" Johnsonite)

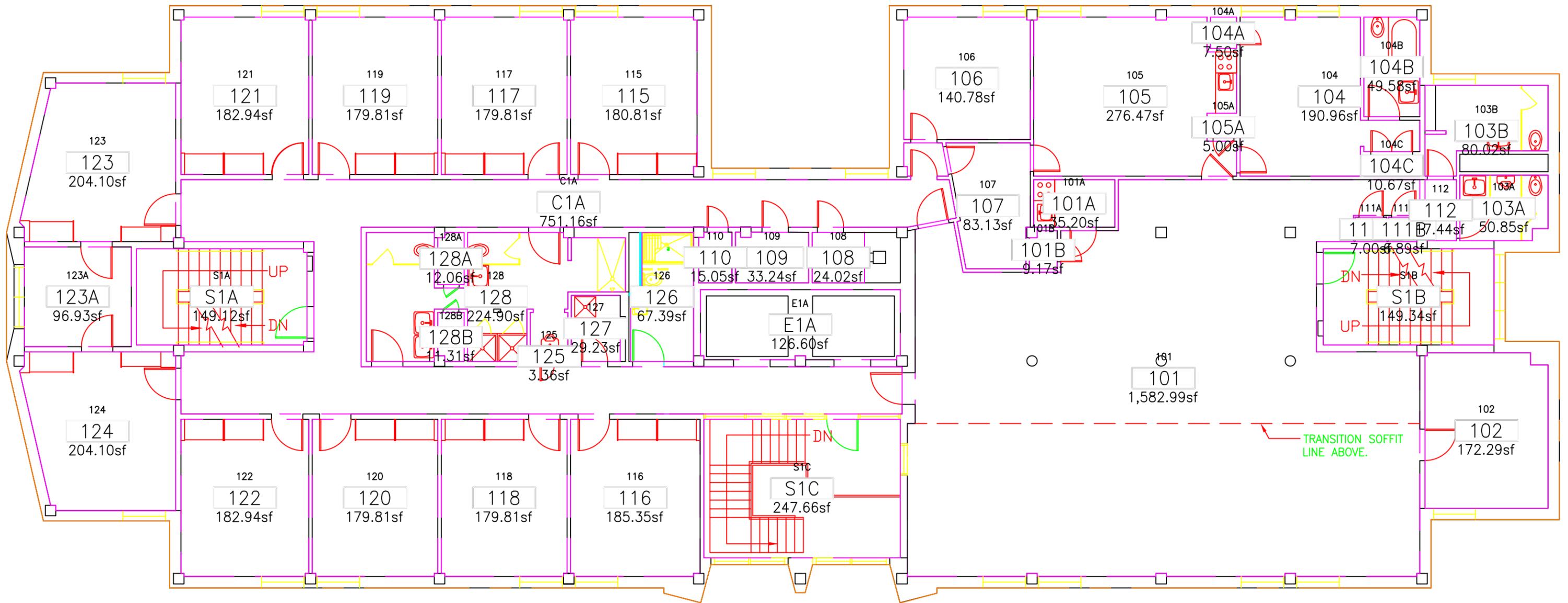
Work may happen on weekends or later then 6pm with permission from management no less than 72 hours prior to work.

Progress Reports should be submitted twice a week during the project length.

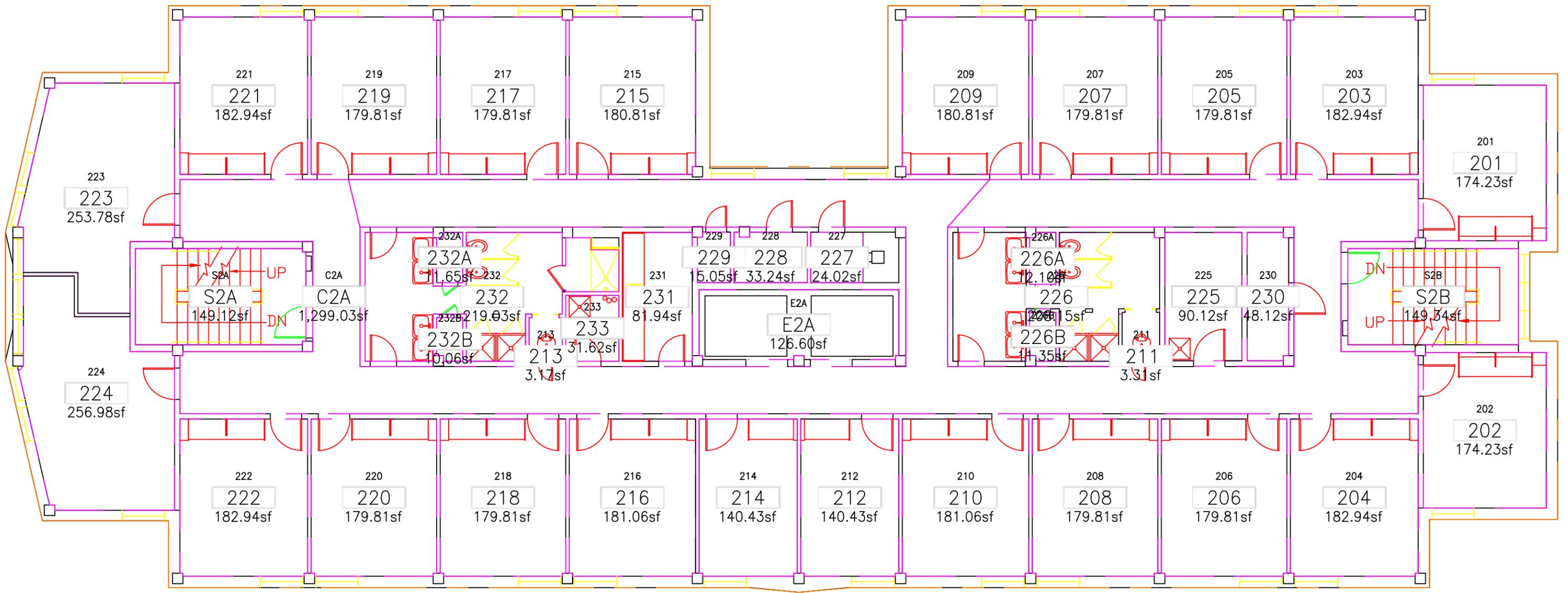
Management may require additional reports during the week as needed.



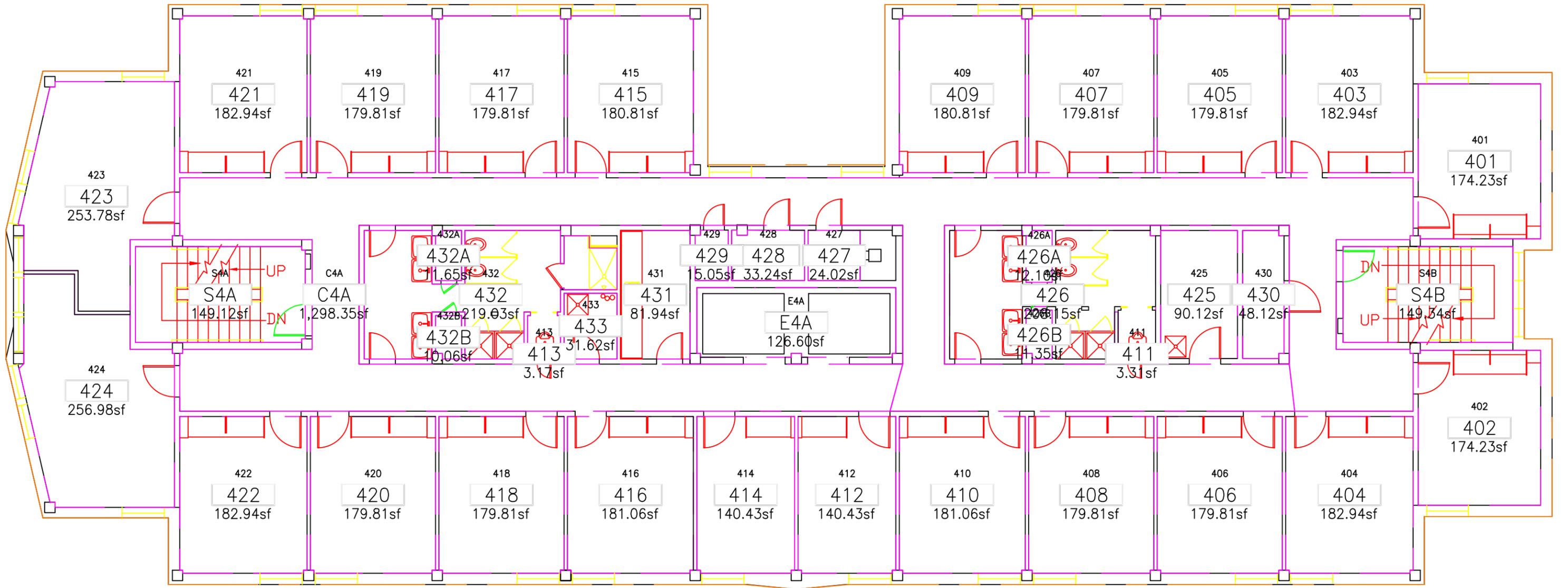
University of Connecticut - 0325 Watson Hall - Ground Floor



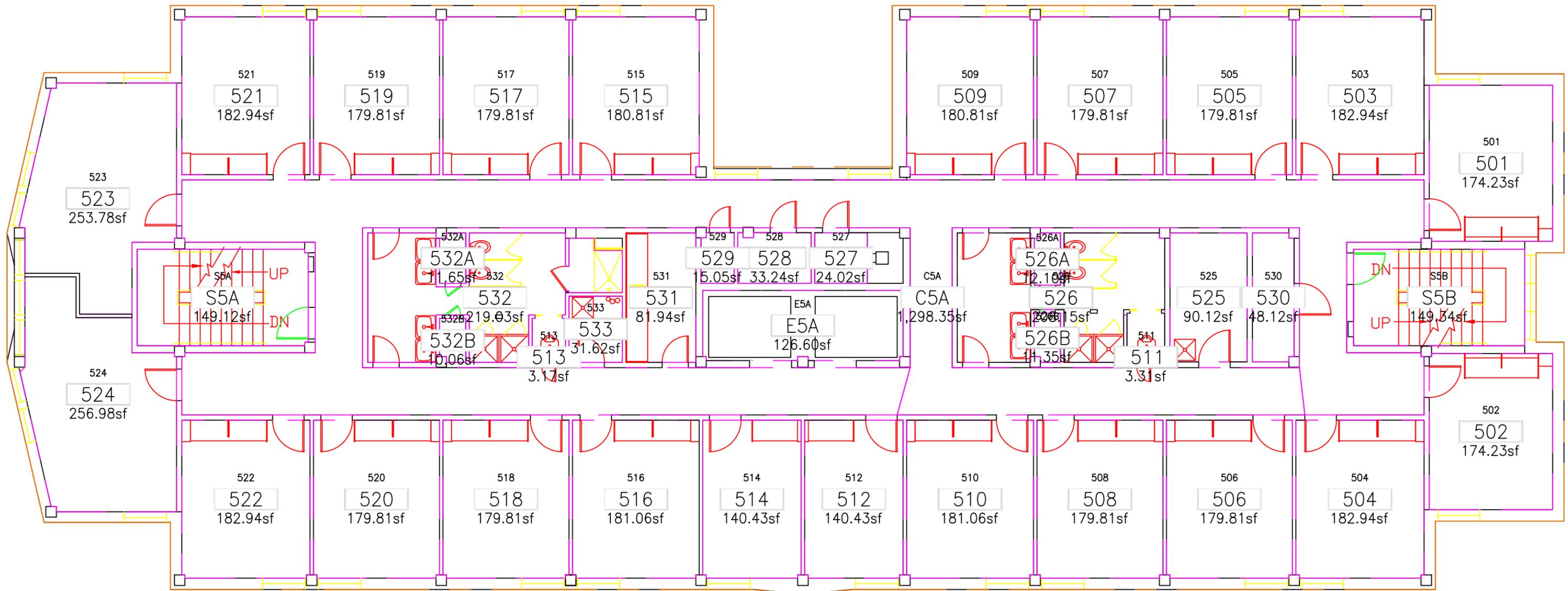
University of Connecticut - 0325 Watson Hall - First Floor



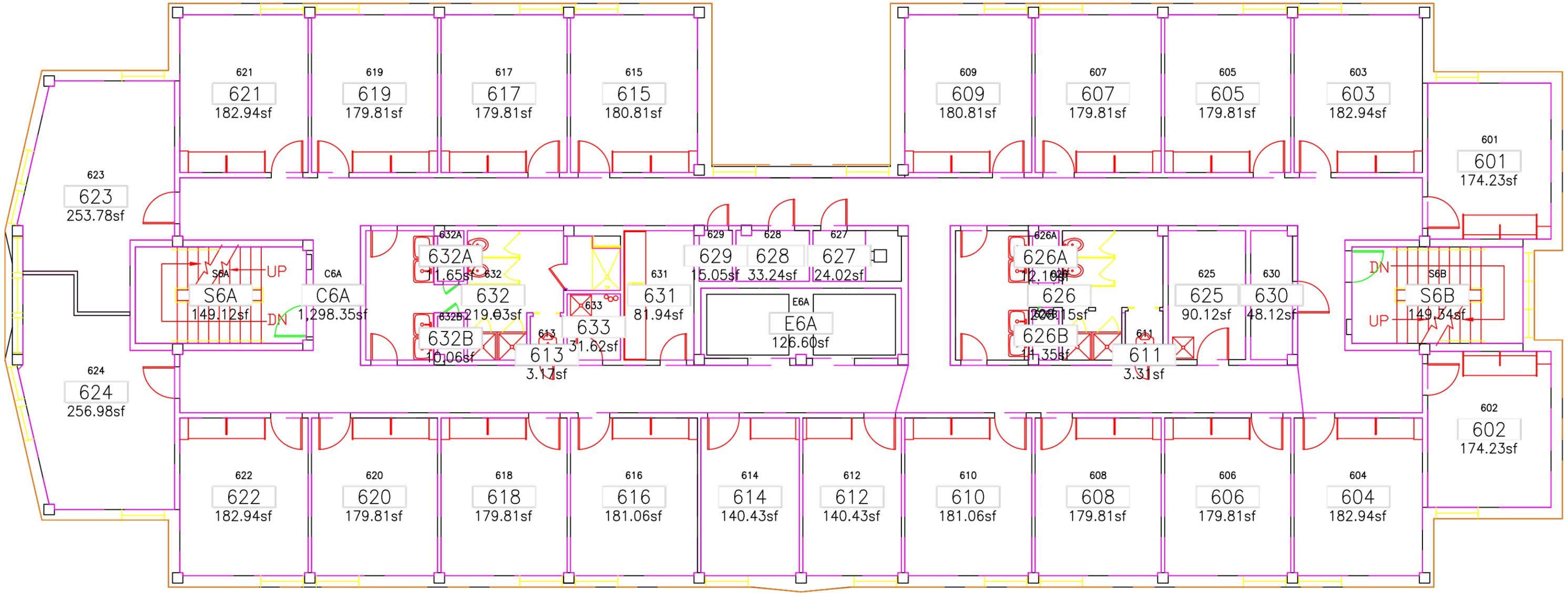
University of Connecticut - 0325 Watson Hall - Second Floor



University of Connecticut - 0325 Watson Hall - Fourth Floor



University of Connecticut - 0325 Watson Hall - Fifth Floor



University of Connecticut - 0325 Watson Hall - Sixth Floor