City of Stamford, Connecticut
Construction Contract

CONSTRUCTION AGREEMENT
for
Installation of Air Handlers
141 Franklin Street
Stamford, Connecticut

PURSUANT TO

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

OWNER: St. Luke's Community Services, Inc.
141 Franklin St.
Stamford, CT 06901

CONTRACTOR: A. Emerson Construction, LLC
34 Tashua Rd.
Trumbull, CT 06611

CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Part A - Construction Agreement

Article 1: Agreement
Article 2: Statement of Work
Article 3: Contract Price
Article 4: Payment Provisions
Article 5: Time Provisions
Article 6: Non-Discrimination in Employment and "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities
Article 7: Inspection of Property and Documents

Part B - General Conditions
Subpart I:

Section 101: Definitions
102: Indemnification and Insurance
103: Compliance with Laws and Regulations
104: Performance by the CONTRACTOR
105: Assignment, Novation and Subcontracts
106: Guarantee, Warrantee of Title and Title to Work
107: Inspection of Work
108: Cooperation by OWNER and Change Orders
109: Termination
110: Excusable Delays
111: Disputes
112: Supplementary Information
113: Interest of Public Officials
114: Notices and Processes
115: Connecticut Historical Commission Provisions

Subpart II:

Section 201: Non-Collusion Affidavit of CONTRACTOR

Part C - Scope of Work: Schematics and Specifications entitled "Stamford Community Development Program (SCDP) Rehabilitation Scope of Work, Inspirica, 141 Franklin Street, The Replacement of Existing Air Handlers" prepared by SCDP, dated November 7, 2012.

Part D -Labor Standards Provisions - HUD 4010 and Wage Decision CT120020, 10/19/2012, CT20, MOD9

Part E - Schedule of Values

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this ___ day of *January*, 2013, by and between, A. Emerson Construction, LLC, 34 Tashua Road, Trumbull, CT, 06611, hereinafter called the "CONTRACTOR" and Inspirica, Inc., located at 141 Franklin Street, Stamford, CT, 06902, hereinafter referred to as the "OWNER", and

WITNESSETH:

WHEREAS, OWNER holds title to certain property located at 141 Franklin Street, in the City of Stamford, Connecticut,

WHEREAS, the OWNER has exclusive control of premises located at 141 Franklin Street in the City of Stamford, Connecticut, and

WHEREAS, the Stamford Community Development Program, an agency of the City of Stamford, hereinafter referred to as SCDP, and desires to assist the OWNER in improving said property;

WHEREAS, SCDP is providing funding for the improvement of air systems at 141 Franklin Street, Stamford, Connecticut, which provides transitional housing to benefit low income people, hereinafter called the "Project", under the Housing and Community Development Program, and

WHEREAS, it is hereby agreed by the OWNER and the CONTRACTOR that SCDP, shall provide progress inspections, authorize payment, retain and administer CDBG funds designated for the Project to the OWNER and the CONTRACTOR, subject to the terms and provisions contained herein, in order to make the improvements to said Property providing the OWNER and CONTRACTOR shall each perform the obligations and services required under the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties, as follows:

ARTICLE 1: Agreement

The executed contract documents, forming this Agreement, all of which are hereby incorporated by reference and made a part hereof, consist of the following:

a) Part A Construction Agreement
b) Part B General Conditions
c) Part C Scope of Work
d) Part D Labor Provisions and Wage Rates
e) Part E Schedule of Values
f) Charter and Code of the City of Stamford is hereby incorporated herein, by reference.
g) All such rules, regulations, laws, directives, Circulars, Titles, Acts, Executive Orders and other documents as are mentioned in any part of this Agreement, including its preamble, which are on file in the office of SCDP.

CONTRACTOR hereby acknowledges he has read, understands and agrees to fully comply with the pertinent provisions of said documents in each material aspect.

This Agreement, together with the other contract documents enumerated above, in this Article 1, which documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the entire Agreement between the parties hereto.

In the event any provision in any of the contract documents conflicts with any provision of another of the contract documents forming a part of this Agreement, the provisions of the contract document first enumerated in this Article 1 shall govern except as otherwise specifically stated.

ARTICLE 2: Statement of Work The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for the CONTRACTOR'S portion of renovations at 141 Franklin Street, Stamford, Connecticut, in strict compliance with the Project schematics and specifications referred to in Part C, Scope of Work.

ARTICLE 3: Contract Price The CONTRACTOR shall be paid TWELVE THOUSAND EIGHT HUNDRED DOLLARS ($12,800.00), hereinafter referred as the "Contract Price", for the satisfactory performance, as determined by the OWNER and SCDP, of all the terms and conditions of this Agreement for upgrade of air handling systems.

ARTICLE 4: Payment Provisions The CONTRACTOR shall be paid the Contract Price in one lump sum amount after the Rehabilitation Work is completed in accordance with this Agreement; Provided, However, the CONTRACTOR may make applications for progress payments in accordance with the following provisions:

A. The CONTRACTOR may make application for progress payment. Each application for a progress payment shall be submitted to the SCDP on a form supplied by the SCDP in such number of copies as the SCDP may require and shall set forth such information as the City may require. Upon approval of the application by the OWNER and the SCDP, the CONTRACTOR shall be paid not less than ninety percent (95%) of the dollar amount then due.

B. Payments made by the SCDP, to the CONTRACTOR, on behalf of the OWNER, shall be made according to terms agreed to prior to contract signing. Under certain circumstances, the CONTRACTOR may make application for fewer or additional progress payments as specified at the contract signing. (Refer to Part E Schedule of Values).

C. All amounts due and payable by the OWNER to the CONTRACTOR for work performed under the Agreement shall be payable within twenty (21) days after the Work, or a portion thereof, is completed and approved by the OWNER and SCDP when inspection and approval of such work is required by law or regulations. The OWNER may withhold his approval under this section if the work is either (1) not completed in accordance with this Agreement, the extent and nature of the departure being set forth in writing in a notice to the CONTRACTOR from the OWNER or the City, acting on behalf of the OWNER, or (2) not approved by any department of the City of Stamford whose inspection and approval of such work is required by law or regulation. It is understood that the OWNER shall not be liable to the CONTRACTOR in the event the City of Stamford disapproves the Work, or a portion thereof, claimed to have been completed by the CONTRACTOR and the CONTRACTOR shall make such repairs and/or alterations as are necessary to secure the approval of the City of Stamford at his own cost and expense. It is further understood that the OWNER shall not withhold payment to the CONTRACTOR for any reason deemed unreasonable by SCDP.

D. Prior to paying the Contract Price in one lump sum, or in a progress payment as the case may be, the CONTRACTOR shall furnish to the OWNER, in care of the SCDP, satisfactory evidence of the release of all claims and liens and agrees to indemnify and save the OWNER harmless from claims and liens, by persons providing services or materials in connection with the Work performed hereunder including, but not limited to, subcontractors and suppliers of equipment and materials. SCDP, acting on behalf of the OWNER, in its discretion, may require the CONTRACTOR to furnish satisfactory evidence of the release of all claims and liens by persons providing services and materials in connection with the portion of the work covered by a progress payment, prior to making the progress payment.

ARTICLE 5: Time Provisions

A. The OWNER shall issue a written Proceed Order within 10 calendar days from the date of this Agreement. The CONTRACTOR shall not commence the performance of work until he has received the written Proceed Order from the OWNER. If the order is not received by the CONTRACTOR within this 10 day period, the CONTRACTOR has the option of withdrawing from this agreement, by written notice thereof to the OWNER and the SCDP, prior to the issuance of the said Proceed Order at which time this Agreement shall become null and void.

B. The CONTRACTOR shall commence work within fifteen (15) calendar days after issuance of the Proceed Order, or at such time as agreed upon by all the parties concerned.

C. The CONTRACTOR shall satisfactorily complete the work in accordance with this Agreement within 140 calendar days after issuance of the Proceed Order. In the event the CONTRACTOR fails to complete work to the satisfaction of the OWNER and SCDP within the time set forth under this Section (as such time may be extended by excusable delays, as defined in this Agreement) the OWNER may, with the written consent of the SCDP, either terminate this Agreement, prevent the CONTRACTOR from proceeding with the Work and sue the CONTRACTOR for any damages caused by his failure to complete Work on time, or assess liquidated damages against the CONTRACTOR in the sum of one hundred dollars ($100.00) per calendar day of un-excused delay for the period in excess of the allowed time in which that the CONTRACTOR fails to complete the Work to the satisfaction of the OWNER and SCDP, or such other amount as may be set forth in the Special Conditions (if any) attached hereto and made a part hereof.

ARTICLE 6: Non-Discrimination in Employment and "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

A. During the performance of this contract, the CONTRACTOR agrees as follows:

(1.) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the President setting forth the provisions of the Non-Discrimination in Employment Clause.

(2.) The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or in behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(3.) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor regulations (41 CRF, Part 60), and all of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity in effect as of the date of this Agreement: and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by

SCDP and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(4.) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5.) In the event of the CONTRACTOR's non compliance with non-discrimination sections of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6.)The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Orders 11375 and 12086, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(7.) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended by Executive Orders 11375 and 12086 with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of Secretary of Labor pursuant to Part II, Subpart D of the executive order.

(8.) No person in the United States shall on the ground of race, color, national origin, or sex by excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Demolition Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto; (24 CFR Section 570.601 shall apply, if failure to comply with this paragraph has been determined.

B. 510.50(f)(5) Section 3 of the Housing and Urban Development 'Act of 1968 (12 U.S.C. 170lu)', as amended and the regulations in 24 CFR Part 135, require that, to the greatest extent feasible, opportunities for training and employment arising in connection with any project assisted by the program be given to lower income residents of the project area. If applicable, contracts awarded in connection with the program shall, to the greatest extent feasible, be awarded to eligible business concerns which are located in, or are owned in substantial part by persons residing in the project area per the following:

(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent then from complying with these requirements.

(3) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, the appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORs and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ARTICLE 7: Inspection of Property and Documents. The CONTRACTOR represents that he has visited the Property and had fully acquainted himself with the existing conditions there relating to the Work to be performed thereon and has informed himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Agreement. In addition, the CONTRACTOR represents that he has thoroughly examined and familiarized himself with these contract documents, including but not limited to the specifications for upgrade of life safety systems. The CONTRACTOR by the execution of this Agreement shall in no way be relieved of any obligations under it due to his failure in fact to receive or examine any form of legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which the CONTRACTOR should have been on notice as a result thereof.

For the purpose of including the provisions of the Agreement in any contract, subcontract, purchase order, or transfer of interest, as required under this Agreement, the terms "CONTRACTOR" and "SCDP" may be changed to accurately reflect the designation of the parties to such contract, subcontract,

purchase order, assignment and/or transfer in interest.

The OWNER agrees to notify the CONTRACTOR in writing of any breach of the provisions of this Agreement and the CONTRACTOR shall have fifteen (15) calendar days after receipt of such notice to correct such breach or be deemed to be in noncompliance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date and year first above written.

Attest:

A.Emerson Construction, LLC

_____

_____ _____

Charles Connor
Operating Manager

_____ Inspirica, Inc.

_____ By: _____

William Avery
Its President, Duly Authorized

GENERAL CONDITIONS
FOR
WORK
SUBPART I

101. DEFINITIONS

The terms defined in the Agreement, in which these General Conditions, Subpart I are incorporated, shall have the same meaning in these General Conditions, Subpart I. Whenever herein used and the contract so permits, the singular shall be construed to include the plural and the masculine or neuter shall be construed to include both and the feminine gender.

102. INDEMNIFICATION AND INSURANCE

A. Indemnification

The CONTRACTOR shall indemnify and save harmless the SCDP from liability for any injury or damages to persons or property resulting from performance of the Work.

B. Insurance

CONTRACTOR and all subcontractors shall maintain paid-up insurance as will adequately protect the OWNER, Stamford Community Development Program of the CITY OF STAMFORD ("SCDP"), THE CITY OF STAMFORD and their respective agents, officers and employees for claims for damages for personal injury (including death) and/or damages to property, which may arise from or may in any way be related to the work hereunder, in such amounts as SCDP and/or the City of Stamford shall deem to be reasonably necessary to adequately protect CONTRACTOR, OWNER, SCDP, THE CITY OF STAMFORD and their respective employees, agents and officers. General liability shall be in amounts not less than $1,000,000 per occurrence, and shall include operations liability, contractual liability, which insures any indemnities contained in the Agreement between the OWNER and the CONTRACTOR, products liability and completed operations, which shall be maintained for a period of not less than three years following termination of the contract with the OWNER or completion of the services under this contract, whichever is later, personal injury and advertising liability and broad form property damage liability.

(1) Auto liability shall contain limits of liability not less than $1,000,000 per occurrence, with coverage for all owned, non owned, leased and rented vehicles. The OWNER, SCDP, THE CITY OF STAMFORD and their respective agents, officers, and employees shall be named as additional insured under the auto liability and general liability insurance required hereunder.

(2) Workers' Compensation insurance shall be maintained, which complies with the laws and regulations of the State of Connecticut. Employer's Liability insurance shall be maintained, with minimum limits of liability of $1,000,000 each accident, $1,000,000 disease - each employee and $1,000,000 disease - policy limit.

(3) All risk property insurance covering the CONTRACTOR's machinery, equipment, materials and supplies.

(4) All insurance maintained by CONTRACTOR and subcontractors shall be primary insurance without any right of contribution from any insurance maintained by or on behalf of the OWNER, and / or SCDP and / or THE CITY OF STAMFORD.

(5) All premiums for such insurance coverage shall be paid by the CONTRACTOR, which, upon the signing of this Agreement, shall furnish OWNER, SCDP and the City of Stamford authenticated certificates of such insurance and shall maintain said policies in effect during the term of this Agreement.

(6) All insurance required hereunder shall contain waivers of subrogation against the OWNER, SCDP, the City of Stamford and their employees, agents and officers. The CONTRACTOR and its subcontractors agree to waive any right of claim for any personal injury or property damage against the OWNER, SCPD, the City of Stamford and their employees, agents and officers.

(7) Said policies shall provide that there shall be no cancellation of the same without first giving the OWNER, City of Stamford and the SCDP thirty (30) days prior written notice of the intention to cancel said insurance coverage, but said policies may not be cancelled by the CONTRACTOR without SCDP

and the City of Stamford's written consent. Upon signing this Agreement, the CONTRACTOR recognizes its responsibility and obligation to notify the OWNER, the City of Stamford and SCDP in writing as to any intended cancellation of insurance coverage. Any violation of the provisions of this paragraph shall be deemed a material breach of this Agreement.

103. COMPLIANCE WITH LAWS AND REGULATIONS

A. The CONTRACTOR shall perform work in accordance with all applicable federal and local laws and requirements, whether or not covered the Contract documents forming a part of the Agreement, including but not limited to the following laws and regulations: Copeland-Anti-Kickback Act (18 USC 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3); Davis-Bacon Act (40 USC 276A2S7) as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327330), as supplemented by the Department of Labor Regulations (29 CFR Part 5). HUD Section 504 of the Demolition Act of 1973 (29 U.S.C. 794 et seq.) Provides:

> No otherwise qualified individual with handicaps...shall, solely by reason of his [or her] handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...

HUD's Section 504 regulations (24 C.F.R. Part 8) were effective as of July 11, 1988. These regulations cover program accessibility, employment opportunities, and physical accessibility.

B. The CONTRACTOR shall be aware that removal of lead paint is a dangerous task and that satisfactory safety precautions should be strictly enforced when workers are engaged in hazard abatement. Additionally, the use of lead based paint on any surface, either interior or exterior, is strictly forbidden.

C. The CONTRACTOR shall, at his own expense, give any required notice and obtain all permits and licenses required for the performance of the Work prior to the commencement thereof.

D. This Agreement is subject to the requirements of Title VIII of the Fair Housing Act (PL90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.

104. PERFORMANCE BY THE CONTRACTOR

A. The CONTRACTOR shall furnish all supervision, personnel and labor, materials, tools, equipment and services required to perform the work specified. The CONTRACTOR shall comply with Ordinance No. 358, concerning labor standards and CONTRACTOR's responsibilities for public or publicly aided construction to effect fair employment.

B. The CONTRACTOR shall keep the property clean and orderly at all times. The CONTRACTOR shall remove all rubbish and debris found on the property at the commencement of the work as well as that resulting from the performance of the specified work and legally dispose of the same. No burning will be permitted on the property unless done in accordance with applicable regulations of the City of Stamford. Upon completion of the work, the CONTRACTOR shall remove all temporary construction equipment, salvaged materials, trash and debris of all kinds leaving the property in a neat condition, ready for occupancy.

C. Upon execution of this Construction Agreement, the CONTRACTOR shall advise the OWNER and SCDP of the person or persons who shall supervise the work on his behalf. Said person or persons shall be competent to

supervise the work and shall have full authority to act on behalf of the CONTRACTOR. Such person or persons shall be available during normal business hours to advise and consult the and/or the SCDP on matters regarding the Work.

105. ASSIGNMENT, NOVATION AND SUBCONTRACTS

A. The CONTRACTOR shall not assign or transfer, whether by assignment or novation, or subcontract any of his rights, duties, benefits, obligations, liabilities or responsibilities under this Agreement without the consent of the OWNER and approval in writing by SCDP.

B. Subcontracting any part of the Work shall be permitted if the CONTRACTOR, prior to subcontracting any part of the Work, submits to the OWNER and SCDP the proposed subcontractor's name, together with a short statement of his qualifications, and advises SCDP and the of the purpose for which he intends to retain the subcontractor. The subcontractor shall be deemed approved by SCDP and the OWNER unless within five (5) calendar days after receipt of the above information by SCDP and the OWNER advises the CONTRACTOR of its disapproval of the subcontractor.

C. Nothing contained in this Agreement shall be deemed to create any contractual relationship between any subcontractor and the OWNER or SCDP.

106. GUARANTEE, WARRANTEE OF TITLE AND TITLE TO WORK

A. Guarantee Unless otherwise specified in the Special Conditions, if any, the CONTRACTOR guarantees the specified work against any defects in workmanship and materials for a period of one year from the date of final completion of the project as evidenced by the date of final payment voucher for the work. The CONTRACTOR shall promptly and at his own expense remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear during this period of time covered by this guarantee. Neither the final certificate of payment nor any provisions in this Agreement shall constitute an acceptance of work not done in accordance with the Agreement, or relieve the CONTRACTOR of liability with respect to any expressed warrantee or guarantees or responsibility for faulty materials or workmanship.

B. Warranty of Title Materials, supplies or equipment purchased by the CONTRACTOR on account of the OWNER shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting on the CONTRACTOR. The CONTRACTOR shall warrant good title to all materials, supplies and equipment installed or incorporated as part of the Work and upon completion of the said work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the OWNER free from any claims, liens or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any part of the work shall have any right to a lien upon any improvement or appurtenance thereof. The provisions of this subsection shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the Work when no formal is entered into for such materials.

C. Title of Work Completed The Title to the complete work and of all materials and supplies on account of which any payment has been made on behalf of the shall be in the OWNER.

107. INSPECTION OF WORK

The OWNER and SCDP, shall be afforded access by the CONTRACTOR at all times to inspect the progress of the work. In addition, if required by federal or local law, the CONTRACTOR shall give SCDP, and/or the Controller General of the United States, or any of their duly authorized representatives, access to the books and records of the CONTRACTOR.

108. COOPERATION BY OWNER AND CHANGE ORDERS

The OWNER shall perform this Agreement in accordance with conditions set forth hereunder.

A. The OWNER shall cooperate fully with the CONTRACTOR during the performance of the work, including but not limited to, giving the CONTRACTOR access to the Property during normal business hours, and permitting the CONTRACTOR to remove furniture, rugs and covering as may be necessary to prosecute the work. In the event the Property is vacant during the performance of the work, the OWNER shall make such arrangements as are necessary to permit the CONTRACTOR access to the property.

B. The OWNER shall permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work in the event the Property is occupied during the performance of the work. It is understood that the CONTRACTOR will make his own arrangement for utility service in the event the Property is vacant.

C. The OWNER shall not permit any changes, deletions or additions to the work or any change in the terms and conditions of this Agreement except with the approval of SCDP by means of a change order issued pursuant to subparagraphs (1) through (3), set forth below, except for the purpose of affording protection against any emergency endangering life or property.

(1) In order to obtain a Change Order, the OWNER shall follow the procedure set forth hereunder:

(a) The OWNER shall advise the CONTRACTOR and SCDP of the proposed change. The CONTRACTOR shall then prepare an appropriate Change Order on a form to be provided to the CONTRACTOR by SCDP, setting forth the scope of the change, the increase of decrease in the Contract Price and the extra time, if any, it will take to perform the work contemplated in the Change Order and submit it to the OWNER within (5) calendar days after being advised by the of the proposed change. The OWNER shall, if the terms are acceptable, sign the Change Order on the place indicated thereon. Either the CONTRACTOR or the OWNER shall submit the said Change Order to SCDP, for approval. In the event the Change Order is unacceptable to the CONTRACTOR, the OWNER, with consultation of SCDP, shall determine whether he shall be required to perform the work required under the Change Order.

(b) The CONTRACTOR shall not commence any work contemplated by the Change Order until he has received a copy of the approved Change Order from SCDP.

(2) SCDP shall approve the proposed Change Order under the following conditions:

(a) If it conforms to provisions of applicable laws;

(b) If it is consistent with this Agreement;

(c) If the time of performance of this Agreement will not be reasonably delayed;

(d) If the Change Order requires an increase in the Contract Price and the OWNER has either sufficient funds under the loan or grant made to the OWNER, including any contingency funds, or the OWNER has deposited with SCDP an amount sufficient to cover the cost of the Change Order.

(3) All work performed under a Change Order shall be governed by the provisions of this Agreement.

109. TERMINATION

A. In the event an authorized government department or agency thereof terminates or suspends the loan or grant made to the OWNER to finance the work, this Agreement shall be terminated or suspended to the same extent. In such an event the CONTRACTOR shall be paid for the portion of the Work performed to the date of termination or suspension to the satisfaction of SCDP.

B. If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in this Agreement in accordance with the terms or conditions of this Agreement, the OWNER, by five (5) days written notice to the CONTRACTOR, may terminate the CONTRACTOR's right to proceed with the work. Upon such termination, the OWNER may take over the work and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR shall be liable to the OWNER for costs incurred in its completion of the work. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Rehabilitated Work such materials, tools, and equipment, as may have been purchased by the CONTRACTOR on behalf of the OWNER. In the event that construction funds are denied the OWNER, this contract shall become null and void.

110. EXCUSABLE DELAYS

The right of the CONTRACTOR to continue to perform the work shall not be terminated nor shall the CONTRACTOR be charged with liquidated or other damages for any delays in the completion of the said work due to the following:

A. Any acts of the United States Government, including controls of restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

B. Any acts of the City of Stamford or State of Connecticut.

C. To cause not reasonably foreseeable by the parties hereto at the time of the execution of this Agreement which are beyond the control and without the fault or negligence of the CONTRACTOR including, but not restricted to, acts of another CONTRACTOR in the performance of some other contract with the City of Stamford, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

D. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (A, (B), and (C) this Section; and

E. The refusal of the OWNER, in violation of Section 108 of these General Conditions, Part I, to cooperate with the CONTRACTOR in performing the Work.

PROVIDED, HOWEVER, that the CONTRACTOR shall promptly notify the OWNER, in care of SCDP, within ten (10) days in writing of the cause of the delay. Upon receipt of such notification SCDP shall ascertain the facts and the cause and extent of the delay. If, upon the basis of the facts and the terms of this Agreement, the delay is properly excusable, SCDP, on behalf of and with the concurrence of the OWNER, shall extend the Contract Time for a period of time commensurate with the period of excusable delay.

111. DISPUTES

A. In the event any dispute arises respecting the scope of the work or the meaning of any provision of this Agreement, or should any dispute arise respecting the actual value of the extra work or of work omitted, or of improper workmanship or materials, or of any loss sustained by the OWNER, and if the manner of its estimation is not herein otherwise provided for, the same shall be determined in the following manner: Both parties will share equally the cost of arbitration. Each of the parties shall select one arbitrator and the two arbitrators shall select a third, and the decision of the majority shall be final, conclusive, and binding upon the parties hereto.

In the event of a dispute and one party designates his arbitrator to the other party in writing, the other party must designates his arbitrator within five (5) days thereof, in writing or shall be deemed to be in default. In the event that the two arbitrators are unable to agree upon a third arbitrator, then SCDP, upon the application of either party, shall appoint the third arbitrator. The decision of the arbitrator shall be final and conclusive and shall be binding upon the parties hereto.

B. It is understood and agreed by the parties hereto that neither party will institute any form of legal action, including but not limited to, attaching the assets of the other party, unless and until it has made a good faith attempt to have the dispute resolved in accordance with the provisions of Subsection lll(A) above.

C. Settling OWNER/CONTRACTOR Disputes "All claims or disputes between the OWNER and CONTRACTOR arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The OWNER and CONTRACTOR shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Construction and/or Demolition Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the CONTRACTOR, the arbitrator may award costs and attorney's fees in favor of the CONTRACTOR. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the OWNER and, the arbitrator may award costs and attorney's fees in favor of the OWNER."

112. SUPPLEMENTARY INFORMATION

It shall be the responsibility of the CONTRACTOR to make timely request of the OWNER and SCDP for any additional information not already in his possession which should be furnished by the OWNER under the provisions of this Agreement and which he will require in the planning and execution of the Work. Such requests shall be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The CONTRACTOR shall be fully responsible for any delay in his performance of the Work arising from his failure to comply fully with the provisions of this Section.

113. INTEREST OF PUBLIC OFFICIALS

No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement, proceeds of this loan or to any benefit to arise from the same. No officer, employee, or member of the governing body of the City of Stamford who exercises any functions or responsibilities in connection with the carrying out of the work to which this agreement pertains shall have any private interest, direct, or otherwise in this Agreement. City of Stamford Ordinance No. 159 Supplemental shall be completed and attached as part of this contract.

CERTIFICATION FOR CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(A) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

114. NOTICES AND PROCESSES

A notice, process, or other communication pertaining to this Agreement by either party to the other or to SCDP, shall be sufficiently given or delivered; if it is personally delivered (in the case of a Partnership, to any of the individual OWNERs; in the case of a Corporation, to any of the officers thereof) or if it is dispatched by registered or certified mail, postage prepaid as follows:

B. In the case of the CONTRACTOR to the address given by the CONTRACTOR in this Agreement, or to such person or persons designated by the CONTRACTOR as the supervisor of the Work;

C.. In the case of the OWNER to the address given by the OWNER in this Agreement;

D. In the case of the SCDP, to the City of Stamford, to the attention of the Mayor's Office, P. O. Box 10152, 888 Washington Blvd. Stamford, Connecticut 06904-2152.

E. Or addressed to such other address with respect to any such party as that party may from time to time designate in writing and forward to the other and SCDP.

GENERAL CONDITIONS
FOR
REHABILITATION
SUBPART II

201 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of Connecticut)
) ss. Stamford
County of Fairfield)

Charles Connor, being first duly sworn, deposes and says that:

(1) He is President of Door Control, Inc., (hereinafter referred to as the "Contractor"), who has executed the Agreement, of which this Affidavit is a part:

(2) He is fully informed respecting the preparation and contents of said Agreement and the Contract Price and of all pertinent circumstances respecting such Agreement and Contact Price;

(3) Such Contract Price is genuine and not a collusive or sham price;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other contractor, bidder, firm or person to submit a collusive or sham to refrain from pricing or bidder, firm or person to submit a collusive or sham price or bid in connection with the work to be performed under said Agreement or to refrain from pricing or bidding in Connecticut with such work, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor, bidder, firm or person to fix the price or prices offered by the Contractor and accepted by the , or to fix the offered price or prices of any other contractor or bidder, or to fix any cost element of the offered price of the Contractor or the offered price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER, and/or SCDP or any person interested in the Agreement; and;

(5) The price or prices offered by the Contractor and accepted by the OWNER as the Contract Price is fair and proper and is not obtained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, OWNERs, employees or parties in interest, including this affiant.

By:_____
Charles Connor
Title: Operating Manager

Subscribed and sworn to before me this _____ day of January, 2013

_____
Notary Public

My Commission Expires

SCOPE OF WORK

Part C - Scope of Work: Schematics and Specifications entitled "Stamford Community Development Program (SCDP) Rehabilitation Scope of Work, Inspirica, 141 Franklin Street, The Replacement of Existing Air Handlers" prepared by SCDP, dated November 7, 2012.

Contractor will install 16 heat handlers to be provided by the Owner.

PROCEED ORDER

Date:

Subject Property: 141 Franklin St
Stamford, CT 06902

Gentlemen:

Attached is your copy of the Agreement for the renovation work for the cited property, fully executed, dated _____. The work must be satisfactorily completed within 60 calendar days as specified.

Any changes, deletions, or additions from the original specifications must be submitted as a "Change Order" to us, the OWNER, for written approval prior to any work started. No "side agreements" will be honored by the Stamford Community Development Program (SCDP), and work done without prior written approval will not be reimbursable.

Please sign and date the enclosed copy of this letter and return it to the Stamford Community Development Program, 888 Washington Boulevard, P. O. Box 10152, Stamford, CT 06904.

Sincerely,

_____
Inspirica, Inc.
By Jason Shaplen, It's Executive Director

Received and acknowledged by:

_____
Charles Connor
Operating Manager
A. Emerson Construction, LLC

_____
Date

PART E

SCHEDULE OF VALUES

Installation of Air Handlers
141 Franklin Street
Stamford, Connecticut 06902

Number	Item	Cost
16	Installation of Air Handlers @ $800 each	$12,800.00
	Total	$12,800.00