REQUEST FOR PROPOSALS

TENANT IMPROVEMENT PROJECT

Suite 403, East Armory, 25-55 Van Dyke Avenue Hartford, CT

CONNECTICUT INNOVATIONS INCORPORATED

DATE OF ISSUANCE: December 16, 2019

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LEGAL NOTICE - INVITATION TO BID

Connecticut Innovations Incorporated Tenant Improvement Project Suite 403, East Armory building, 25-55 Van Dyke Avenue, Hartford, CT

Connecticut Innovations Incorporated ("CI") is requesting proposals from qualified general contractors for the construction of tenant improvements (the "Project") at the premises known as Suite 403 located on the 4th floor of the East Armory building having an address of 25-55 Van Dyke Avenue, Hartford, Connecticut ("the "Premises"). Sealed bids for the Project must be received by CI at Connecticut Innovations Incorporated, 865 Brook Street, Rocky Hill, CT 06067 (Attention: Philip B. Siuta), no later than 5:00 P.M. on January 3, 2020, 2019. Bid submissions must be delivered in hard copy by mail or hand delivery. Faxed or emailed submissions will not be accepted.

The Project involves tenant improvements at the Premises for the purpose of fitting out the space for use as CI's offices and will include approximately 4,367.62 rentable square feet of new interior construction of private offices, workstations, conference room, break area, and support space functions such as IT, storage and supply.

This Invitation to Bid, Instructions to Bidders, Drawings/Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the State Contracting Portal at https://portal.ct.gov/DAS and CI's website at https://ctinnovations.com.

Each Bid must be accompanied by bid security in the form of a Bid Bond, certified in an amount not less than 10% of the Base Bid Amount except as otherwise expressly provided in the Instruction to Bidders.

Bidders are advised that a good faith effort is required for participation in this Project by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall Project) as the MBE goal.

A mandatory pre-bid walkthrough of the site will be held on December 19, 2019 from 2:30 P.M. to 3:30 P.M. Other important dates and deadlines are set forth in the Instructions to Bidders.

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

INSTRUCTIONS TO BIDDERS

PART 1 – BACKGROUND, PROJECT DESCRIPTION AND SCHEDULE

1.1 Background

Connecticut Innovations, Incorporated ("CI") was established on October 1, 1989, under Chapter 581 of the Connecticut General Statutes, as amended, as a corporation which is constituted as a public instrumentality and political subdivision of the State of Connecticut.

CI was established to stimulate and promote technological innovation and application of technology within Connecticut and encourage the development of new products, innovations and inventions, or markets in Connecticut by providing financial and technical assistance.

Effective July 1, 2012, the full operations of the Connecticut Development Authority were merged into CI.

1.2 Project Description:

The project ("Project") entails the performance of tenant improvements at the premises known as Suite 403 located on the 4th floor of the East Armory building having an address of 25-55 Van Dyke Avenue, Hartford, Connecticut (the "Premises") for the purpose of fitting out the space for office use by CI. The Premises include approximately 4,367.62 rentable square feet and the project will involve new interior construction of private offices, workstations, conference room, break area, and support space functions such as information technology, storage and supply.

1.3 Project Schedule

It is anticipated that the successful Bidder will be required to commence the Work upon Contract execution and achieve substantial completion of the Project no later than April 15, 2020.

PART 2 – GENERAL INFORMATION

2.1 Definitions

- A. Addenda/Addendum: Written or graphic instruments issued by the Architect or the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Architect: Amenta/Emma Architects, P.C., 242 Trumbull Street, Suite 201, Hartford, CT 06103
- C. Architect's Representative: Tom Quarticelli, Tel. No. 860-549-4725, ext. 118; Email address: tquarticelli@amentaemma.com.
- D. Base Bid Amount: the total sum for which the Bidder offers to perform the Work.
- E. Bid: the complete submission provided by a Bidder and submitted to CI in response to the Invitation to Bid.

- F. Bid Form: the form to be completed and submitted by each Bidder attached hereto as Attachment 1.
- G. Bid Holding Period: The period commencing on the Submission Deadline (as it may be extended by Addendum) and ending on the date this is ninety (90) days after the Bids are opened.
- H. Bidder: a person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- I. Bidding Documents: All of the documents listed on Attachment 2.
- J. Bid Timeline: The dates applicable to the bid solicitation and submission process in connection with this Request for Proposals which dates are set forth in Section 5.1 of these Instructions to Bidders.
- K. Contract Documents: all of the documents identified as Contract Documents in the Form of Contract for Construction and such other documents as may be identified as Contract Documents in the Contract.
- L. Contract: the Contract for Construction entered into by CI and the Contractor for the Project.
- M. Contract Price: The Contract Sum set forth in the Contract.
- N. Contractor: the successful Bidder selected by CI for the Project in connection with this Invitation to Bid.
- O. CI's Representative: Philip B. Siuta, COO and CFO, Connecticut Innovations Incorporated, 865 Brook Street, Rocky Hill, CT 06067-3444; Email Address: philip.siuta@ctinnovations.com.
- P. Form of Contract for Construction: the Contract for Construction attached hereto as Attachment 3.
- Q. Invitation to Bid: Legal Notice-Invitation to Bid included in this Request for Proposals.
- R. Submission Deadline: the date and time by which all Bids must be submitted as set forth in the Bid Timeline.
- S. Submission Documents: the documents required to be submitted as part of the Bid which documents are listed on Attachment 4.
- T. Work: all construction and services required by, reasonably inferable from, and as necessary to produce the results intended by the Bidding Documents, including without limitation, all labor, materials, equipment, machinery and services to be performed/furnished by the Contractor for the Project.

2.2 Bidding Documents

- A. Bidding Documents may be accessed on the Connecticut Department of Administrative Services (DAS) State Contracting Portal at https://portal.ct.gov/DAS. To access the documents click on the Contracting Organization "Connecticut Innovations Incorporated". Bidding Documents may also be accessed on the CI website at https://ctinnovations.com ("CI's Website").
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither CI nor the Architect assume any responsibility for errors or misinterpretations resulting from a Bidder's use of incomplete sets of Bidding Documents.

- C. Access to and copies of the Bidding Documents are made available by CI for the sole purpose of obtaining Bids for the Project. No license or permission is granted to any person or entity for any other use of the Bidding Documents.
- D. CI reserves the right to amend the Bidding Documents by issuance of Addendum if CI deems it to be necessary, appropriate or otherwise in the best interest of CI.

2.3 Requests for Information/Clarification

- A. All communications with respect to this Request for Proposals shall be directed to CI's Representative (Philip B. Siuta) by means of email at philip.siuta@ctinnovations.com. No other person is authorized to provide information with respect to this Request for Proposals, and contact with any employee, officer or board member of CI with respect to this Request for Proposals is prohibited. Bidders who violate this condition will be disqualified.
- B. Any ambiguities or inconsistencies in the Bidding Documents of which a Bidder becomes aware and all requests for clarification and interpretation of Bidding Documents shall be emailed to CI's Representative no later than the deadline for submission of RFI/Clarifications identified in the Bid Timeline.
- C. No interpretation of any part of the Bidding Documents shall be provided to a Bidder verbally and only written interpretations posted on the State Contracting Portal and CI's Website will be binding upon CI. All responses to requests for clarification or interpretation and all Addenda and amendments to the Bidding Documents will be posted on the State Contracting Portal and CI's Website.
 Bidders are strongly encouraged to periodically access the State Contracting Portal or CI's Website for updates and information related to this solicitation.
- D. CI reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the solicitation and selection process. CI acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).

2.4 Substitutions

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered unless the written request for approval of such substitution has been received by the Architect by the date for substitution requests stipulated in the Bid Timeline. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for a thorough evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect's decision to approve or disapprove a proposed substitution shall be final.
- C. If the Architect approves a timely submitted request for a substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made or communicated in any other manner.

2.5 Addenda

- A. Addenda will be issued by CI or the Architect in accordance with the Bid Timeline (as it may be adjusted in the discretion of CI).
- B. Each Bidder shall confirm in writing as required on the Bid Form submitted as part of its Bid that the Bidder is aware of and has reviewed all Addenda issued.

2.6 Bid Security

- A. Except as otherwise provided in subparagraph B below, each Bid must be accompanied by a bid bond in the form attached hereto as <u>Attachment 5</u> in an amount equal to Ten Percent (10%) of the Base Bid Amount associated with such Bid.
- B. If the Bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may, in lieu of providing a Bid Bond provide a letter of credit in an amount equal to Ten Percent (10%) of the Base Bid Amount if the Base Bid Amount is less than One Hundred Thousand Dollars (\$100,000) and an amount equal to Twenty-Five Percent (25%) if the Base Bid Amount exceeds One Hundred Thousand Dollars (\$100,000.00).
- C. Failure of the Contractor to execute the Contract in accordance with the requirements of these Instructions to Bidders shall result in the forfeiture of the Contractor's bid security.

2.7 Insurance Requirements

- A. The Contractor shall submit evidence satisfactory to CI of Contractor's compliance with the insurance requirements set forth on <u>Attachment 6</u> prior to the execution of the Contract. As part of its Bid, each Bidder shall submit a Certificate of Insurance reflecting the insurance currently maintained by the Bidder.
- B. The cost of the required insurance to the extent attributable to the Project shall be separately identified on the Bid Form but included in the Base Bid Amount.

2.8 Non-Resident Contractors

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

2.9 Incurring Cost

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

PART 3 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

3.1 Non-Discrimination in Employment

A. The Contractor and all subcontractors and suppliers, shall be subject to, and shall comply with requirements of all applicable Federal, state and local statutes,

ordinances and regulations relating to discrimination in employment including, without limitation, those set forth below ("Non-Discrimination Requirements"). CGS §4a-60

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

 (2) The contractor agrees in all solicitations or advertisements for employees placed
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

CGS §4a-60a

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

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

- B. The Contractor may be required to undergo a pre-award compliance review for the purpose of ascertaining whether, in the opinion of CI, the Contractor is willing and/or capable of complying with the Non-Discrimination Requirements.
- C. Set-Aside Participation: The Project is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- D. Each Bidder must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to CI. Bids not including this form will be considered nonresponsive and rejected. CHRO forms can be found at: http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900
- E. Nondiscrimination Certification: Prior to the execution of the Contract, the Contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. This Certification form can be found at:

 http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- F. Bidders are advised that CI has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors for the Project. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies as required under Connecticut General Statutes §4a-69g.
- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. CI is an Affirmative Action Equal Opportunity Employer.

3.2 Ethics Affidavits and Certifications

- A. Each Bidder shall provide with its Bid the certifications listed below..
 - 1. Consulting Agreement Affidavit (Attachment 8c)
 - 2. Affirmation of Receipt of State Ethics Laws Summary (Attachment 8d)

- 3. Iran Certification (Attachment 8e)
- 4. Gift and Campaign Contribution Certification Form (Attachment 8b)
- B. Campaign Contribution and Solicitation Ban: By submission of its Bid, each Bidder acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions attached hereto as <u>Attachment 8f</u>. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statues § 9-612.

3.3 Whistleblower Protection

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

3.4 Freedom of Information Requirements

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

PART 4 - GENERAL AND SPECIAL CONDITIONS

4.1 Taxes:

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

4.2 Contract

A. Form of Contract: CI intends to use the Form of Contract (modified as appropriate to incorporate the acceptable terms of the Contractor's Bid) as the

Contract for the Project. Contractor agrees to execute the Contract within five days after presentation by CI to the Contractor and agrees that the provisions of the Contract shall be included in each subcontract issued by the Contractor for the Project, with the applicability of terms to be adjusted appropriately. Notwithstanding the foregoing, CI reserves the right to modify the terms and conditions of the Form of Contract (and the Contract) prior to execution of the Contract as deemed by CI to be in the best interest of CI. The AIA Additions and Deletions Report for the Form of Contract is available upon request.

4.3 Miscellaneous:

A. Project Meetings:

- Pre-Construction Meeting Soon after the award of the Contract (but in any
 event prior to the start of construction), authorized representatives of the
 Contractor shall be required to attend a Pre-construction Conference at a
 location, time and date to be determined by CI at the time of (or shortly after)
 the award of the Contract. Representatives of the Contractor attending such
 meeting shall be familiar with the Project and authorized to act on behalf of
 the Contractor as regards the Project.
- Project Meetings During the course of construction of the Project, weekly or bi-weekly meetings will be scheduled as needed with CI, Architect and Contractor's superintendent and/or project manager for the Project.
- B. Waste Disposal: Contractor will be responsible for removal and legal disposal of all construction waste/debris generated by the Project and shall supply all necessary dumpsters.
- C. Toilet Facilities: The Contractor shall provide temporary portable toilets as required.
- D. Hours of Operation: The normal hours of work on the Project site shall be 7:00 A.M. until 6:00 P.M. unless other arrangements are made in advance with CI.

PART 5 – BID TIMELINE, PROCEDURES AND SUBMISSION REQUIREMENTS 5.1 BID TIMELINE

Bid Documents Available: December 16, 2019

Mandatory Pre-Bid Walkthrough: December 19, 2019 from 2:30 P.M. to 3:30 P.M.

Deadline for Submission of RFI/Clarifications: December 27, 2019 at 5:00 P.M.

Deadline for Requests for Substitutions: December 27, 2019 at 5:00 P.M.

Deadline for issuance of Addenda: December 31, 2019 at 5:00 P.M.

Bid Submission Deadline: January 3, 2020 at 5:00 P.M

Contract Award: On or about January 10, 2020

Start of Construction: Upon Contract execution

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

5.2 Pre-Bid Walkthrough

A mandatory pre-bid walkthrough of the Project site will be held for all prospective Bidders on December 19, 2019. Bidders may access the Premises for this purpose any time between 2:30 P.M. and 3:30 P.M. on that date.

Each prospective Bidder shall notify CI of Bidder's intent to attend the walkthrough by email to philip.siuta@ctinnovations.com received no later than 2:00 P.M. on December 18, 2019. No questions will be entertained at the walkthrough. All questions and requests for information must be submitted pursuant to Section 2.3.

Bids will not be accepted from any Bidder that fails to attend the walkthrough.

5.3 Preparation and Submission of Bid

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

B. Bid Submission:

1. Each Bidder will submit One (1) original and two (2) copies of its Bid (including the Bid Form and all other Submission Documents) in a closed sealed envelope. The envelope shall be addressed to CI's Representative and

shall be identified with the Project name "Tenant Improvements, Suite 403, East Armory, 25-55 Van Dyke Avenue, Hartford, CT", and the Bidder's name, address and telephone number. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled "SEALED BID ENCLOSED".

2. Bids may be submitted VIA: U.S. Mail, Overnight Mail or by hand delivery. Bids submitted by mail shall be addressed to:

Philip Siuta Connecticut Innovations Incorporated 865 Brook Street Rocky Hill, CT 06067-3444

3. Bid Submission: Bids received after the Submission Deadline will be returned unopened to the submitting Bidder.

5.4 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may only be withdrawn by written request of the Bidder received by CI's Representative prior to the Submission Deadline (as if may be extended by Addendum) or after the expiration of the Bid Holding Period (as it may be extended). Such request shall be submitted by mail or hand delivery. Bids withdrawn prior to the Submission Deadline may be resubmitted up to the Submission Deadline provided such resubmitted Bids are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid until the expiration of the Bid Holding Period. If for some reason the Contract cannot be awarded and the Contract executed within the Bid Holding Period, the Bid Holding Period may be extended by mutual agreement between CI and the apparent successful Bidder.
- C. Bid Modification: Bids may be modified by written notice signed by the Bidder and received by CI's Representative prior to the Submission Deadline. Such notice shall be delivered by mail or hand delivery.
- D. Bid Clarification: CI reserves the right to request clarifications from any Bidder. Such clarifications shall be provided at the Bidder's sole cost and expense.

5.5 Consideration of Bids

- A. Bids submitted timely and in accordance with the requirements of these Instructions to Bidders will be opened and reviewed by CI.
- B. CI reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in whole or in part;
 - Reject any and all Bids in whole or in part for misrepresentation or if the Bidder is not deemed to be qualified to perform the Project, or if the Bid limits, conditions or modifies any of the terms and conditions and/or specifications of the Bid;
 - 3. Cancel the award or decide not to execute the Contract subsequent to award;
 - 4. Terminate this solicitation and rebid the Project by advertising for new bids;

- 5. Waive technical defects, irregularities and omissions in a Bid if, in CI's judgment, the best interest of CI would be served by doing so;
- 6. Revoke the award of the Contract if such award was made on the basis of inaccuracies and clerical errors; and
- 7. Reject a Bid as non-responsive if the Bidder does not make all required preaward submittals within the timeframes designated by CI.

5.6 Sub-bidders/Subcontractors

A. Prior to the award of the Contract, CI will notify the apparent successful Bidder in writing if CI has an objection to any Sub-bidder/Subcontractor proposed by such Bidder for the Project. If CI has reasonable objection to a proposed Sub-bidder/Subcontractor, the Bidder may, at the Bidder's option, (1) withdraw its Bid, or (2) submit an acceptable substitute to CI. Provided the Sub-bidder/Subcontractor rejected by CI was willing, qualified and capable of performing in accordance with the terms of its sub-bid and all applicable terms of the Bidding Documents, the Contractor will be entitled to propose an adjustment in the Base Bid Amount to cover the difference in cost occasioned by the substitution. CI may accept the adjusted Base Bid Amount or disqualify the apparent successful Bidder. Sub-bidders/Subcontractors proposed by a Bidder and to whom CI has made no objection must be engaged by the successful Bidder to perform the Work for which such Sub-bidders/Subcontractors were proposed and shall not be changed except with the written consent of CI.

5.7 Post Bid Scope Review Meeting

A. After the opening of Bids, CI may hold scope review meetings with one or more Bidders as deemed necessary by CI. These meetings will be held at a location, date and time as determined by CI. Bidders will be notified by CI and those receiving such notice shall make themselves available to attend these meetings.

PART 6 - SELECTION PROCESS

6.1 Basis for Selection

- A. It is the intent of CI to award the Contract to the Bidder that CI determines, in its sole and absolute discretion and judgment, to be qualified to perform the Work for the Project and to be the Bidder that will best serve the needs and interests of CI. CI will make such determination based on the Bids, CI's past experience with the Bidders and such other information CI obtains from interviews conducted pursuant to Section 6.1 D. Although there will be a particular emphasis in the evaluation process on the compensation proposed by a Bidder, CI shall have no obligation to select the Bidder that proposes the lowest Base Bid Amount.
- B. Qualifications: To assist CI in its determination as to whether or not a Bidder is qualified to perform the Work for the Project, each Bidder shall complete and submit the Statement of Qualifications attached hereto as <u>Attachment 7</u> along with the required supporting documentation.
- C. The Selection Criteria to be employed by CI to evaluate the Bidders shall include, without limitation, the following:
 - 1. Bidder's experience as a general contractor in the successful completion of projects of similar scope and size within budget and on time;

- 2. Bidder's capacity to perform the Project in light of Bidder's ongoing and future obligations;
- 3. Bidder's credit history and financial stability;
- 4. The experience of the Bidder's project team proposed to be used for the Project in the successful completion of projects of similar scope and size within budget and on time; and
- 5. The Bidder's ability to complete the Project by May 1 2020.
- D. Interviews: CI reserves the right to conduct interviews with one or more of the Bidders at a time and date to be determined by CI. If a Bidder is requested by CI to attend an interview, the attendees representing the Bidder shall include one or more representatives of the Bidder capable of responding to questions regarding the Bid submitted as well as the proposed superintendent/project manager for the Project.
- E. Negotiations: CI reserves the right to negotiate with one or more Bidders as determined by CI to serve the best interest of CI.

6.2 Selection and Award

A. Upon identifying the successful Bidder, CI will send a written notice of intent to award to such Bidder. Notwithstanding receipt of such notice of intent to award, CI shall have no obligation to such Bidder until such time as the Contract is fully executed.

ATTACHMENT 1 BID FORM (5 pages)

Project:	Connecticut Innovations Incorporated Tenant Improvements	
	Suite 403, East Armory	
	25-55 Van Dyke Avenue	
	Hartford, CT	
Submitted to:	Philip Siuta	
	Chief Operating Officer and Chief Financial Officer	
	Connecticut Innovations Incorporated	
	865 Brook Street	
	Rocky Hill, CT 06067-3444	
Bidder:	(Name)	
	(Address)	
	(Tel. No.)	
Dated:	, 20	
Butou.	, 20	
Connecticut In Documents"),	with the Bidding Documents, as defined in the Instructions to Bidders novations Incorporated ("CI") and dated December 16, 2019 (the "Bidthe undersigned Contractor (the "Bidder") hereby proposes and agrees ork as defined in the Bidding Documents within the time stated and in	lding to fully
accordance wit	th the Bidding Documents for the above referenced Project, for the fol	lowing sum of
money:		iowing built of
Base Bid Amor		
Lump Sum in t	he amount of	_ Dollars
(\$		
(Provide amou	nt in words and numbers)	
transportation i	s: All labor, materials, tools, equipment, temporary facilities and necessary to complete the Work for the Project as described in the	
	nents inclusive of, without limitation all charges such as overhead,	
profit, general	conditions, general requirements, insurance and permits.	
Alternates:		
Unit Prices:		
Bid Price Itemi	zation:	
	with as Bid Form Schedule A is the Bid Price Itemization which	
	ount for each component of the Work for the Project required by and	
	e Bidding Documents. The sum of all listed components shall equal th	
pase Rid Amoi	unt. Bidder acknowledges that, should conditions make it necessary to)

17

revise the scope of the Work for the Project, the Bid Price Itemization shall serve as the basis for adjustments to the Base Bid Amount.

Subcontractors:

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

Receipt of Addenda Acknowledged:

	Signatu	16
Addendum No. 1 dated	, 2019	
Addendum No. 2 dated	, 2019	
Addendum No. 3 dated	, 2019	

Contract Execution:

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

Bidder's Representations:

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

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

The undersigned declares that the information in this Bid Form and its Bid is correct to the best information, knowledge and belief of the undersigned. The undersigned has checked all of the figures set forth in this Bid Form and the Schedules attached hereto and understands that CI will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

In submitting this Bid, it is understood that the right is reserved by CI to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder, all as may be in the best interest of CI. It is agreed that this Bid may not be withdrawn during the period commencing on the Submission Deadline identified in the Instructions to Bidders (as such date may be extended by CI) and ending on the date which is ninety (90) days after the Bids are opened.

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

Signed this	day of	
	(Name o	of Bidder)
Ву	-	(Signature of individual signing on behalf of Bidder) (Name of individual signing on behalf of Bidder)
Its		(Title of such individual such as President, Member, etc.)

BID FORM SCHEDULE A (part of Attachment 1)

Bid Price Itemization Bidder's Name and Addres	s:	
	*	
Γrade Contracts:	\$	(Total)
 Demolition 		\$
 Concrete 		\$
 Millwork 		\$
 Doors, Frames and 	Hardware	\$
 Hollow Metal 		\$
 Misc Metals 		\$
 Glass and Glazing 		\$
 Drywall 		\$
 Interior stone 		\$
 Acoustical ceiling 		\$
 Flooring and base 		\$
Fabric wall panels		\$
 Painting and wallco 	vering	\$
 Appliances 		\$
Window treatments		\$
 Roofing 		\$
 Sprinkler 		\$
Plumbing		\$
Electrical		\$
Mechanical		\$
Fire alarm		\$
eneral Conditions Costs:	\$	
nsurance Costs:	C	
sond Premiums:		
Base Bid Amount	\$	
signed this day of	, 2	20
(N	ame of Bidder	·)
By		ignature of individual signing on behalf of Bidder)
te		ame of individual signing on behalf of Bidder)
Date:	(1111)	le of such individual such as President, Member, etc

BID FORM SCHEDULE B (part of Attachment 1)

SUBCONTRACTOR LIST

Bidder's Name and Address:		
2 1		
NAME OF SUBCONTRACTOR	ADDRESS	WORK SCOPE
<u> </u>		
	3	
(Add Additional Pages as necessary)		
Signed thisday of	, 20	
(Name of E	Bidder)	
Ву	(Signature of individual sign _(Name of individual signing	ing on behalf of Bidder) on behalf of Bidder)
Its	(Title of such individual such	

ATTACHMENT 2

BIDDING DOCUMENTS

The following forms and documents constitute the Bidding Documents:

- 1. Invitation to Bid
- 2. **Drawings and Specifications**: Bid Set of Design Documents prepared by the Architect dated December 13, 2019. These documents may be accessed on CI's Website and the State Contracting Portal.
- 3. Instructions to Bidders and all Attachments:
 - Attachment 1, Bid Form (incl. Bid Form Schedule A and Bid Form Schedule B)
 - Attachment 3, Form of Contract
 - Attachment 4, Submission Documents
 - Attachment 5, Bid Bond Form
 - Attachment 6, Insurance Requirements
 - Attachment 7, Statement of Qualifications
 - Attachment 8 State Required Forms
 - a. Nondiscrimination Forms
 - Form A, Representation by Individual Regardless of Value
 - Form B, Representation by Entity for Contracts less than \$50,000
 - Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More
 - Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
 - b. OPM Ethics Form 1, Gift and Campaign Contribution Certification
 - c. OPM Ethics Form 5, Consulting Agreement Affidavit
 - d. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
 - e. OPM Iran Certification, Form 7
 - f. State Elections Enforcement Commission Form 10
 - g, CHRO Bidder Contract Compliance Monitoring
 - Attachment 9, Labor Rates for each Trade Classification
 - Attachment 10, Internal Revenue Service Form W-9
- 4. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012

ATTACHMENT 3 FORM OF CONTRACT



Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year 2020 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Connecticut Innovations Incorporated 865 Brook Street Rocky Hill, CT 06067-3444

and the Contractor:

(Name, legal status, address and other information)

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

Tenant Improvement Project Suite 403, East Armory 25-55 Van Dyke Avenue Hartford, CT

The Architect:

(Name, legal status, address and other information)

Amenta/Emma Architects, P.C. 242 Trumbull Street, Suite 2011 Hartford, CT 06103

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 **CONTRACT SUM**
- **PAYMENT**
- 5 **DISPUTE RESOLUTION**
- **ENUMERATION OF CONTRACT DOCUMENTS**
- 7 **GENERAL PROVISIONS**
- 8 **OWNER**
- 9 CONTRACTOR
- 10 **ARCHITECT**
- 11 SUBCONTRACTORS
- **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS** 12
- 13 **CHANGES IN THE WORK**
- 14 TIME

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- **PAYMENTS AND COMPLETION** 15
- PROTECTION OF PERSONS AND PROPERTY 16
- 17 **INSURANCE AND BONDS**
- 18 **CORRECTION OF WORK**
- 19 **MISCELLANEOUS PROVISIONS**
- 20 **TERMINATION OF THE CONTRACT**
- 21 **CLAIMS AND DISPUTES**

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[X] The date of this Agreement.

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American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:35:44 ET on 12/09/2019 under Order No.0873836267 which expires on 07/18/2020, and is not for resale.

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	[] A date set forth in a notice to proceed issued by the Owner.
	[] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)
	If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.
	§ 2.2 The Contract Time shall be measured from the date of commencement.
	§ 2.3 Substantial Completion § 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work in accordance with the construction schedule attached (or to be attached) hereto as Exhibit B pursuant to Section 9.8.1 by the date set forth below: (Check the appropriate box and complete the necessary information.)
	[] Not later than () calendar days from the date of commencement of the Work.
1	[X] By the following date:
	§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: Not Applicable. (Table deleted)
N	§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.
	§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.)
1	[X] Stipulated Sum, in accordance with Section 3.2 below
$\mathbf{H}_{\mathbf{A}}$	[] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
$\boldsymbol{\Lambda}$	[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
	(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)
1	§ 3.2 The Stipulated Sum shall be and 00/100 Dollars (\$00), subject to additions and deductions as provided in the Contract Documents.
	§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
	(Paragraph deleted) § 3.2.2 Unit prices, if any: Not Applicable.
1	(Table deleted) § 3.2.3 Allowances, if any, included in the stipulated sum: (Identify each allowance.)
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§ 3.3 Cost of the Work Plus Contractor's Fee Intentionally Omitted

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

§ 3.5 Liquidated damages, if any:

(Paragraphs deleted)

TIME IS OF THE ESSENCE in the completion of the Work. It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety in the event of delayed completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, if the (Table deleted)

(Paragraphs deleted)

Contractor fails to complete the Work within the Contract Time and such failure extends beyond , 2020, the Contract shall be liable to the Owner for payment of liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00.00) for each day beyond Substantial Completion is delayed. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

§ 4.1.3 The Contractor shall submit Applications for Payment, along with the information and supporting documentation required by the Contract Documents, and such additional information and documentation as may be reasonably requested by the Architect or the Owner (collectively, "Supporting Documentation"), on a monthly basis for Work performed in the previous month. The Owner shall make payment of the amount certified by the Architect to be due and payable to the Contractor under such Application for Payment not later than thirty (30) days after the Architect's receipt of the Application for Payment.

Each Application for Payment submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original Contract or Subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any Work completed. As used in this subsection,

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"pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to the Contractor or a Subcontractor.

The Contractor shall, within ten (10) days after payment to the Contractor by the Owner, 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. The Contractor shall promptly give notice to the Owner 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 the Contractor's obligations to such Subcontractor.

The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Sub-subcontractors, whether for labor performed or materials furnished, within ten (10) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by the Sub-subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-subcontractor or claiming any default by such Subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

§ 4.1.4 For each progress payment the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Retainage of Five Percent (5%) will be withheld by the Owner from each progress payment made hereunder. The Contractor shall not withhold greater than Five Percent (5%) retainage from payments to Subcontractors. Retainage shall be released along with the final payment hereunder.

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

(Paragraph deleted)

§ 4.2 Final Payment

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- § 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.
- § 4.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after the Architect receives the final Application for Payment, along with such Supporting Documentation as is required herein and such additional information as may be reasonably requested by the Owner.
- § 4.2.3 At the Owner's request, the Contractor shall also furnish to the Owner and the Architect prior to final payment such information as required by the Architect to produce in a format acceptable to the Owner a complete record set of drawing and specifications depicting the completed Project.
- § 4.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:
 - .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
 - .2 Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to

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- the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's Subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.
- § 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.
- § 4.5 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of claims/mechanics liens from the Contractor and each Subcontractor and material or equipment supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

- [] Arbitration pursuant to Section 21.6 of this Agreement
- [X] Litigation in a court of competent jurisdiction (Paragraphs deleted)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- § 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 6.1.1 The Agreement is this executed AIA Document A104[™]_2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.
- § 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

Not Applicable

§ 6.1.3 The Supplementary and other Conditions of the Contract:

DocumentTitleDatePagesNot Applicable.

§ 6.1.4 The Specifications:

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

See Exhibit A attached hereto.

(Table deleted)

§ 6.1.5 The Drawings:

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

See Exhibit A attached hereto.

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§ 6.1.6 The Addenda, if any:

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

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

Other Exhibits:

Exhibit A Drawings and Specifications

Exhibit B Construction Schedule

Exhibit C Insurance Requirements

Exhibit D Landlord Requirements

Exhibit E State Required Forms

(Paragraphs deleted) Exhibit F Schedule of Values

(Table deleted)

(Paragraphs deleted).2 Other documents, if any, listed below:

> The following documents provided however, to the extent that such documents are inconsistent or in conflict with any other Contract Documents, such other Contract Documents shall govern and control:

Legal Notice/Invitation to Bid issued December , 2019 Request for Proposals dated December , 2019

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

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

§ 7.3 The Work

(Paragraphs deleted)

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

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provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

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

(Paragraph deleted)

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

(Paragraphs deleted)

§ 7.3.2 CONTRACTOR'S STANDARD OF CARE

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

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

(Paragraphs deleted)

§ 7.3.2.2 The Contractor shall be responsible for the performance of the Work in accordance with all statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and the Conditions (as defined hereinafter). The Contractor shall obtain and post all necessary permits at the Project site.

(Paragraphs deleted)

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

§ 7.3.2.4 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor, Subcontractors or Sub-subcontractors (as defined in Section 11.1 hereafter) for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor, Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

(Paragraph deleted)

§ 7.3.2.5 Pursuant to the requirements of CGS §4a-60:

(a)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness,

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unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

- (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (b) If the Contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- (c) The Contractor shall include the provisions of subsections (a) and (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities.

The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with 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 regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(Paragraphs deleted)

§ 7.3.2.6 Pursuant to the requirements of CGS §4a-60a:

- (a)(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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

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has a collective bargaining agreement or other contract or understanding and each yendor 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.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with 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 regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- § 7.3.2.7 For purposes of Sections 7.3.2.5 and 7.3.2.6 above, the following terms are defined as follows: 1) "Commission" means the Commission on Human Rights and Opportunities; 2)"Contract" and "contract" include any extension or modification of the Contract or contract; 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; 5)"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; 6)"good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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§ 7.4 Instruments of Service

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

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

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights except as may otherwise be set forth in the agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the owner(s) of the Instruments of Services.

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

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

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

§ 7.9 Notice

User Notes:

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

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

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§ 7.10 Relationship of the Parties

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

ARTICLE 8 OWNER

(Paragraphs deleted)

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally Omitted.

- § 8.1.2 The Owner shall furnish all necessary surveys and information as required by the Contract Documents.
- § 8.1.3 The Contractor shall be entitled to rely on the accuracy of such surveys and written information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

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

§ 8.4 ADDITIONAL RIGHTS

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

§ 8.4.2 Any data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings, have been obtained from sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

(Paragraph deleted)

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§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated

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personal observations with requirements of the Contract Documents. The provisions of this Section 9.1.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

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

(Paragraph deleted)

§ 9.1.2.1 The execution of the Contract shall constitute a representation that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project in an amount not in excess of the Contract Sum, except for additional costs incurred due to changes in the Work approved by the Owner; (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable law. The Contractor is not required to ascertain that the Contract Documents are in accordance with all applicable law, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

(Paragraph deleted)

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

(Paragraph deleted)

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

(Paragraph deleted)

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

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

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or registration is required is to be performed by Subcontractors or Sub-subcontractors, the Contractor shall ensure that such Subcontractors or Sub-subcontractors hold such valid licenses or registrations as may be required by law to prosecute said Work to completion.

(Paragraph deleted)

§ 9.1.2.6 The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Owner or Architect shall designate and to such other meetings as are necessary to comply with the Conditions.

(Paragraph deleted)

§ 9.2 Supervision and Construction Procedures

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

(Paragraph deleted)

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

(Paragraph deleted)

§ 9.3 Labor and Materials

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

(Paragraph deleted)

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

(Paragraph deleted)

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

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

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the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

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

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

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

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

is equal in quality and serviceability to the specified item; .1

.2 will not entail changes in detail and construction of related Work;

.3 will be acceptable in consideration of the required design and artistic effect; and

.4 will not provide a cost disadvantage to the Owner.

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

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

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

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- § 9.3.4.3 Approval by the Owner or Architect of any such substitution shall not relieve the Contractor of responsibility for any additional costs incurred by other trades for changes made necessary to accommodate the substitution.
- § 9.3.5 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility for determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and for notifying the Architect in advance of any deviation or modification necessary for installation safety or proper operation of the item.

§ 9.4 Warranty

(Paragraphs deleted)

- § 9.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or on behalf of the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.
- § 9.4.2 The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, Sub-subcontractor, manufacturer and supplier warranties relating to any materials and labor used in, and equipment incorporated in, the Work which warranties shall supplement the warranties provided by the Contractor in Section 9.4.1.
- § 9.4.3 Substitutions not properly approved and authorized and work, materials or equipment which fail to perform under the proper use and normal wear for intended purposes may be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 9.4.4 The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.
- § 9.4.5 The warranties set forth in this Section 9.4 shall survive final payment and termination of this Agreement.

§ 9.5 Taxes

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

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

- § 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the permits (other than the initial building permit), fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 9.6.2 The Contractor shall perform the Work in accordance with, and comply with and give notices required by applicable laws inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and those relating to equal opportunity, labor, wages and employment. If the Contractor performs Work knowing it to be contrary to any

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applicable laws, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraphs deleted)

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

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

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

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

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2)

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determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional.

§ 9.10 Use of Site

(Paragraphs deleted)

§ 9.10.1 The Contractor shall confine operations at the site to areas permitted by applicable laws inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents and Contractor shall ensure that the site is maintained in a safe condition. Contractor shall confine the use of the premises, for all purposes, to the areas occupied by the construction and related storage areas as and if shown. The Contractor shall provide all required temporary access walkways, both interior and exterior, temporary partitioning and the like necessary to complete the operations. The Contractor shall maintain unobstructed entrance to and/or exit from the present building complex. Contractor's work areas shall be kept clean each day of refuse including containers, cups and the like.

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

§ 9.10.3 All employees or persons entering upon the property surrounding the Work site are restricted to the immediate area of Work. Only persons having official business will be admitted to the construction site.

§ 9.10.4 To the extent applicable to the Project, the Contractor shall comply with the requirements under the sublease of the Project site between the Owner and CG Operating Company, LLC ("Landlord") which requirements are set forth on Exhibit D.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

If Work is performed in an area of the Project site that is occupied or in use by or with the consent of the Owner, at the end of each day that Work is performed in such area, the Contractor shall leave such area in broom clean condition, remove waste materials, rubbish and the Contractor's tools, equipment, machinery and surplus materials.

§ 9.13 Access to Work

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

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§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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 the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

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

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

ARTICLE 10 ARCHITECT

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

§ 10.2 Intentionally Omitted.

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

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly inform the Owner in writing of (1) known

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deviations from the Contract Documents; (2) known deviations from the Construction Schedule; and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

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

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

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site and, unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work (other than Subcontractors).

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

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

(Paragraph deleted)

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

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Any adjustments in the Contract Sum for such changes in the Work shall not include an amount of overhead and profit which exceeds the limitations set forth in §13.1.1 below.

- § 13.1.1 In the case of a change in the Work for which the Contractor is entitled to an adjustment in the Contract Sum under the terms and conditions of the Contract Documents, such adjustment shall be limited as follows:
- (i) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed ten percent (10%) of the Contractor's direct costs incurred in the performance of such Work; and
- (ii) For that portion of the change in the Work that is performed by Subcontractors, the Contractor's markup on such subcontracted Work shall not exceed five percent (5%) of the amount invoiced to the Contractor by the Subcontractors for that Work and a Subcontractor's overhead and profit on its portion of the change in the Work shall not exceed ten percent (10%) of the Subcontractor's direct costs incurred in the performance of such Work.

These limitations shall apply to both adds to and deductions from the Contract Sum.

- § 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit not to exceed the limitations set forth in §13.1.1 above, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.
- § 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall, prior to proceeding to implement such change in the Work, notify the Architect and, unless otherwise instructed by the Architect, proceed to implement the change in the Work.

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

ARTICLE 14 TIME

- § 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- § 14.4 The date of Substantial Completion is the date Substantial Completion of the Work is achieved as provided in Section 15.6.1.
- § 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes which the Architect determines, justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor has submitted the schedule of values attached hereto as Exhibit F which allocates the entire Contract Sum to the various portions of the Work. This schedule of values, which has been approved by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(Paragraph deleted) § 15.2 Control Estimate

Intentionally Omitted.

(Paragraphs deleted)

§ 15.3 Applications for Payment

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

§ 15.3.2 Intentionally Omitted.

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

(Paragraph deleted)

§ 15.3.4 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed form of release

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and waiver of claims/mechanics liens in a form acceptable to the Owner from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

§ 15.3.5 Applications for Payment, and invoices in support of the same, shall clearly distinguish between amounts charged for labor and amounts charged for materials.

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

§ 15.3.8 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against Owner as a result of claims made or liens filed against the Work, the Project site and any improvements thereon (referred to collectively as "Liens" in this Section 15.3.8), by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. The Contractor shall indemnify, defend and hold Owner harmless against any such claims, Liens and claims of Liens and agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings. The Contractor's obligations under this Section 15.3.8 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the claim, Lien or claim of Lien and for which indemnification is sought.

§ 15.4 Certificates for Payment

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

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

defective Work not remedied;

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- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 15.4.4 The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in Section 15.4.3 remain uncured nor shall any interest accrue or be payable with respect to any payments so withheld.
- § 15.4.5 Unless otherwise required by the Owner, Certificates for Payment shall be on AIA documents G702 and G703.

§ 15.5 Progress Payments

- § 15.5.1 The Contractor shall pay each Subcontractor as required under Section 4.1.3.
- § 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.
- § 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 15.5.4 Intentionally Omitted.

§ 15.6 Substantial Completion

- § 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion shall not be deemed achieved until: (i) the Owner's receipt of certification by the Architect that the Work is Substantially Complete in the form of a Certificate of Substantial Completion; and (ii) the Owner's receipt of a final and unconditional Certificate of Occupancy from the governmental authorities having jurisdiction that the Work has been completed in accordance with applicable law.
- § 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner may, in its sole discretion, make payment of retainage applying to such Work or

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designated portion thereof. Any such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

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

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

(Paragraphs deleted) § 15.7.3 Intentionally Omitted.

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

§ 15.7.5 ACCESS TO BOOKS AND RECORDS AND AUDITS

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

(Paragraphs deleted)

§ 16.1 Safety Precautions and Programs

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws inclusive of, without limitation, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall, at the Contractor's sole cost and expense, promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3 except to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor, any Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible. The foregoing obligations of the Contractor are separate from, in addition to, and are not to be considered a part of the Contractor's obligations under Section 9.15.

- § 16.1.2 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.
- § 16.1.3 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather.
- § 16.1.4 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations.
- § 16.1.5 The Contractor shall remove and replace with new work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 16.1.3 and 16.1.4.
- § 16.1.6 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials when Work is not in progress, at night, on weekends or holidays.
- § 16.1.7 The Contractor shall protect and prevent damage to all unfinished phases of the Work.

§ 16.1.8 SECURING THE SITE

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

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon

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recognizing the condition, immediately stop Work in the affected area. When the Hazardous Material has been rendered harmless and/or otherwise abated in accordance with the requirements of applicable law, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up except to the extent that the Hazardous Material was first encountered due to the negligence, willful or intentional misconduct, or breach of contract by the Contractor, Subcontractor, Sub-subcontractor or any person or entity for whom or which any of them is responsible.

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

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

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

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

ARTICLE 17 INSURANCE AND BONDS

(Paragraphs deleted)

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

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§ 17.1.1 If the Contractor fails to purchase or maintain or to require its Subcontractors to purchase and maintain the liability insurance as specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's or Subcontractor's behalf and shall be entitled to deduct the amount paid from the Contract Sum. If the balance of the Contract Sum is insufficient to cover such amount paid, the Contractor shall promptly pay to the Owner any amount not so covered.

(Table deleted) (Paragraphs deleted) (Table deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 If requested by the Owner, the Contractor shall furnish to the Owner (i) a labor and material payment bond equal to one hundred percent (100%) of the Contract Sum and otherwise in accordance with the requirements of Connecticut law; and (ii) a bond covering the Contractor's faithful performance of all of its obligations under the Contract Documents, in each case such bonds will be issued by a surety satisfactory to the Owner and shall reflect the Owner as the obligee. If such bonds are requested by the Owner, the Contractor shall deliver the executed, approved bonds to the Owner no later than three (3) business days after execution of this Contract unless otherwise required by the Owner. Such bonds shall comply with the requirements of Connecticut General Statutes §49-41.

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

ARTICLE 18 CORRECTION OF WORK

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

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

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

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

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

§ 18.6 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.

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

§ 18.8 Nothing contained in this Article 18 shall be construed to modify the Contractor's obligations under Section 9.4 or 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 18.2 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.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws inclusive of, without limitation, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor. If the inspections and tests conducted under this Section 19.3 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Philip B. Siuta Connecticut Innovations Incorporated 865 Brook Street Rocky Hill, CT 06067-3444 Tel. No. 860-258-7822

Email Address: philip.siuta@ctinnovations.com

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Tel. No. Office -	X ; Cell	
Email Address:		

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

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

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

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

§ 19.9 Additional Terms and Conditions. The Contractor shall comply with the requirements set forth in Exhibit E.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

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

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 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;
- repeatedly disregards applicable laws inclusive of, without limitation, all 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;
- institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .6 abandons the Work;
- .7 submits an Application for Payment, sworn statement, release and waiver of liens/claims, affidavit or document of any nature whatsoever which is intentionally falsified; or
- .8 fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts and the Contract Documents or otherwise breaches its obligations under any subcontract with a Subcontractor.

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

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

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be 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 Owner shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

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

termination.

§ 20.4 PAYMENT UPON TERMINATION

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

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

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Notwithstanding anything to the contrary in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, Subcontractors, Sub-subcontractors, or of anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

§ 21.2 Notice of Claims

User Notes:

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

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Init.

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

§ 21.3 Time Limits on Claims

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

§ 21.4 Intentionally Omitted.

- § 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 21.7 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 21.8 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.
- § 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages Intentionally Omitted.

(Paragraph deleted)

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Init.

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

CONNECTICUT INNOVATIONS INCORPORATED

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

EXHIBITS

Exhibit A Drawings and Specifications

Exhibit B Construction Schedule

Exhibit C Insurance Requirements

Exhibit D Landlord Requirements

Exhibit E State Required Forms

- a. OPM Ethics Form 1, Gift and Campaign Contribution Certification
- b. State Elections Enforcement Commission Form 10
- c. CHRO Bidder Contract Compliance Monitoring

Exhibit F Schedule of Values

(2002989113)

ATTACHMENT 4

SUBMISSION DOCUMENTS

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

- Bid Form (including Bid Form Schedule A and Bid Form Schedule B)(use <u>Attachment 1</u>)
- 2. Statement of Qualifications (use <u>Attachment 7</u>)
- 3. Labor Rates for each Trade Classification
- 4. Certificate of Insurance reflecting insurance maintained by Bidder
- 5. OPM Ethics Form 1, Gift and Campaign Contribution Certification
- 6. OPM Ethics Form 5, Consulting Agreement Affidavit
- 7. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
- 8. OPM Iran Certification, Form 7
- 9. CHRO Bidder Contract Compliance Monitoring Report
- 10. Nondiscrimination Certification forms (as applicable)
 - a. Representation by Individual
 - b. Representation by Entity
 - c. Affidavit by Entity
 - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
- 11. State Elections Enforcement Commission Form 10
- 12. Internal Revenue Service Form W-9
- 13. Bid Security Bid Bond (use <u>Attachment 5</u>) or letter of credit to the extent permitted in the Instructions to Bidders.
- 14. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012

ATTACHMENT 5

STANDARD BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we,	, hereinafter called the
Principal, of, as Principal, and,	
	hereinafter called the
Surety, a corporation organized and existing under the laws of the to transact a surety business in the State of Connecticut, as Surety unto Connecticut Innovations Incorporated, as Obligee, in the of the amount of the bid set forth in a proposal hereinafter mention. United States of America, for the payment of which, well and truthe Principal and the Surety bind themselves, their heirs, executor and assigns, jointly and severally, firmly by these presents.	y, are held and firmly bound e penal sum of ten (10) percent oned, lawful money of the ally to be made to the Obligee,
THE CONDITION OF THIS OBLIGATION IS SUCH, That, we submitted or is about to submit a proposal to the Obligee related Tenant Improvement Project, Suite 403. East Armory. 25-55 Hartford. Connecticut.	to a contract for the
NOW, THEREFORE, if the said contract be awarded to the Principal such time as may be specified, enter into the said contract Innovations Incorporated and give the required bonds, with sur or if the Principal shall fail to do so, pay to the Obligee the dama suffer by reason of such failure not exceeding the penalty of this shall be void, otherwise to remain in full force and effect.	in writing with Connecticut rety acceptable to the Obligee, ges which the Obligee may
SIGNED, SEALED AND DELIVERED thisday of,	, 20
Principal's Signature Surety	
	by (Print name)
Its attorney in fact	
Company Name (Print name)	

ATTACHMENT 6 INSURANCE REQUIREMENTS

Contractor shall purchase and maintain without interruption from the date of commencement of the work under the Contract until the date of final payment and for the additional periods specified herein, the following insurance, and all insurance that may be required under any applicable laws, written by insurance companies with a rating of at least an "A- VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, CI may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to CI on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

The Contractor shall provide CI with thirty (30) days' advance written notice of any cancellation or modification of any of the insurance policies required to be maintained hereunder.

The insurance limits and coverages set forth in this Attachment are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (defined below) to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

A. Contractor's Insurance

- 1. Commercial General Liability insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by 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. Such insurance shall include each of the following:
 - (a) At a minimum, the following limits and coverages:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate

- (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.
- (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.
- (d) An endorsement stating that "limits apply per project."
- (e) Contractual liability coverage.
- (f) Contain a severability or separation of insureds clause.
- (g) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to CI) naming the Additional Insureds (defined below) as additional insureds.
- (h) The insurance maintained by Contractor shall be primary with respect to the interest of CI, and any other insurance or self-insurance maintained by CI or the other Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that CI or the other Additional Insureds may have.
- (i) Waiver of Subrogation endorsement in favor of CI.
- 2. Commercial Automobile Liability coverage to include owned, hired and nonowned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or its subcontractors, including each of the following:
 - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to Contractor).
 - (c) Waiver of Subrogation endorsement in favor of CI.
- 3. Contractor's Pollution Liability coverage with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 4. Follow-form umbrella (excess) liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Contractor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Work. Waiver of Subrogation endorsement in favor of CI.
- 5. Workers' Compensation insurance, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is

uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:

- (a) Coverage A (Workers' Compensation) Statutory
- (b) Coverage B (Employer's Liability)
 At a minimum, the following limits and coverages:
 - \$1,000,000 for each accident, for bodily injury by accident
 - \$1,000.000 for each employee, for bodily injury by disease
 - \$1,000,000 for each disease policy limit
- (c) Waiver of Subrogation endorsement in favor of CL
- (d) Contain endorsements that provide: Voluntary Compensation
- 6. **Property insurance** on all property used in and for the Project until such time as the Work is approved and accepted by CI. Coverage may by on an Installation Floater or equivalent form, insuring property to be installed while in transit, at off-site storage, on site awaiting installation and after installation until job completion and acceptance by CI. Coverage must be on an all risk or Special form, replacement cost valuation, no coinsurance, with a minimum limit of \$1,000,000. CI must be named as loss payee with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C.2., Lender's Loss Payable, or equivalent acceptable to CI, and the policy must provide for a minimum of ten (10) days' notice to CI in the event of cancellation or nonrenewal.

B. Subcontractor's Insurance

Unless otherwise agreed by the CI in its discretion on a case by case basis, Contractor shall require that each subcontractor comply with the insurance requirements set forth in this Attachment. Before permitting any of its subcontractors to perform any Work, Contractor shall obtain a certificate of insurance from each such subcontractor evidencing that such subcontractor has obtained the required minimum insurance and has the Additional Insureds as additional insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein. All policies of subcontractors shall include a waiver of any right of subrogation of the insurers thereunder as against Contractor and the Additional Insureds. Contractor shall be responsible for any subcontractor's failure to comply with the requirements of this Attachment as they apply to such subcontractor.

C. Builder's Risk Insurance

Unless otherwise agreed by CI, the Contractor shall provide property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of Contract Sum set forth in the Contract, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project on a replacement cost basis without optional deductibles. Such property insurance shall be

maintained, unless otherwise provided in the Contract Documents, until a Certificate of Occupancy has been issued for the Premises. This insurance shall include interests of CI, the Architect, the Contractor, Subcontractors and Sub-subcontractors in the Project and all such parties shall be named as additional insureds under the builder's risk coverage.

D. Additional Insureds

To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include CI, its directors, trustees, officials, officers, agents, employees, consultants and representatives, Coltsville Redevelopment Company, LLC, CG Operating Company, LLC and the Architect (collectively, the "Additional Insureds") as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Contractor shall provide CI with an additional insured endorsement evidencing the Contractor's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to CI.

ATTACHMENT 7 STATEMENT OF QUALIFICATIONS

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITT	ED TO: «Connecticut Innovations Incorporated, ATT: Philip B. Siuta »
ADDRES	S: « 865 Brook Street, Rocky Hill, CT 06067-3444 »
SUBMITT	ED BY: « »
NAME: «	»
ADDRES	S: « »
PRINCIPA	AL OFFICE: « »
[« »]	Corporation
[« »]	Partnership
[« »]	Individual
(x x)	Joint Venture
[« »]	Other « »
	PROJECT: (if applicable) «Tenant Improvement Project, Suite 403, East Armory, 25-55 Van Dyke Hartford, CT»
TYPE OF	WORK: (file separate form for each Classification of Work)
[«X»]	General Construction
[« »]	HVAC
[« »]	Electrical
[« »]	Plumbing
[« »]	Other: (Specify) « »
	ANIZATION w many years has your organization been in business as a Contractor? « »
§ 1.2 Hov	w many years has your organization been in business under its present business name? « »
	§ 1.2.1 Under what other or former names has your organization operated?
	« »

§ 1.3 If	Syour organization is a corporation, answer the following: § 1.3.1 Date of incorporation: § 1.3.2 State of incorporation: § 1.3.3 President's name: « » § 1.3.4 Vice-president's name(s)
	« »
	§ 1.3.5 Secretary's name: « » § 1.3.6 Treasurer's name: « »
§ 1.4 If	your organization is a partnership, answer the following: § 1.4.1 Date of organization: « » § 1.4.2 Type of partnership (if applicable): « » § 1.4.3 Name(s) of general partner(s)
	« »
§ 1.5 If	your organization is individually owned, answer the following: § 1.5.1 Date of organization: § 1.5.2 Name of owner:
	« »
§ 1.6 If	the form of your organization is other than those listed above, describe it and name the principals:
« »	
	ENSING ist jurisdictions and trade categories in which your organization is legally qualified to do business, and e registration or license numbers, if applicable.
« »	
§ 2.2 Li	ist jurisdictions in which your organization's partnership or trade name is filed.
« »	
	PERIENCE ist the categories of work that your organization normally performs with its own forces.
« »	
§ 3.2 C	laims and Suits. (If the answer to any of the questions below is yes, please attach details.) § 3.2.1 Has your organization ever failed to complete any work awarded to it?
	«»
	§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
	« »
	§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction

contracts within the last five years?

« »

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

« »

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

« »

§ 3.4.1 State total worth of work in progress and under contract:

« »

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. Specifically identify those which are similar in size, scope and complexity to the Project.

« »

§ 3.5.1 State average annual amount of construction work performed during the past five years:

()

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

« »

§ 4 REFERENCES

§ 4.1 Trade References:

« »

§ 4.2 Bank References:

« »

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

« »

§ 4.3.2 Name and address of agent:

« »

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

	Net Fixed Assets;
	Other Assets;
	Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
	Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
	§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
	« »
	§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
	« »
	§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
	«»
« »	ONATURE.
	GNATURE Dated at this « » day of « » « »
	Name of Organization: « »
	By: « »
	Title: « »
§ 6.2	
« »	
	haira dulu auram dancesa and arm shot the information mustided have in its top and a CC signal.
	being duly sworn deposes and says that the information provided herein is true and sufficiently lete so as not to be misleading.
	Subscribed and sworn before me this « » day of « » « »
	Notary Public: « »
	My Commission Expires: « »

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

ATTACHMENT 8

STATE REQUIRED FORMS

- a. Nondiscrimination Forms
 - Form A, Representation by Individual Regardless of Value
 - Form B, Representation by Entity for Contracts less than \$50,000
 - Form C, Affidavit by Entity for Contracts Valued at \$50,000 or
 - More
 - Form D, New Resolution by Entity for Contracts Valued at
 - \$50,000 or More
 - Form E, Prior Resolution by Entity for Contracts Valued at

\$50,000

- or More
- b. OPM Ethics Form 1, Gift and Campaign Contribution Certification
- c. OPM Ethics Form 5, Consulting Agreement Affidavit
- d. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
- e. OPM Iran Certification, Form 7
- f. State Elections Enforcement Commission Form 10
- g, CHRO Bidder Contract Compliance Monitoring



STATE OF CONNECTICUT

$NONDISCRIMINATION \ CERTIFICATION - \underline{Representation} \ by \ \underline{Individual}$

For All Contract Types Regardless of Value

Written representation that co	mplies with the nondiscrim	ination agreements and warranties under
Connecticut General Statutes	§§ 4a-60 and 4a-60a, as am	ended.
SI E DANSE DANSES DE LA CONTRACTORIO		
INSTRUCTIONS:		
For use by an <u>individual</u> who is	not an entity (corporation	, limited liability company, or partnership)
when entering into any contra	ct type with the State of Co	onnecticut, regardless of contract value. Submi
to the awarding State agency	prior to contract execution.	
REPRESENTATION OF AN INDI	VIDUAL:	
(Signatory)	of (Rusing	ess Address)
(Digital City)	(Dusine	
represent that I will comply w	vith the nondiscrimination	agreements and warranties of the
Connecticut General Statutes	88 42-60 and 42-602 as ar	mandad
Connecticut General Statutes	33 4a-00 and 4a-00a, as an	menueu.
(5:)		10
(Signatory)		(Date)
(Printed Name)		



(Printed Name)

STATE OF CONNECTICUT

$NONDISCRIMINATION\ CERTIFICATION\ -\ \underline{Representation\ by\ Entity}$

For Contrac	ts Valued at <u>Less than \$5</u>	50,000
Written representation that co	omplies with the nondiscrin	nination agreements and warranties under
Connecticut General Statutes	§§ 4a-60 and 4a-60a, as an	nended.
0-10-10-10-10-10-10-10-10-10-10-10-10-10		
INSTRUCTIONS:		
For use by an entity (corporat	tion, limited liability compa	ny, or partnership) when entering into any
		ss than \$50,000 for each year of contract.
		ng State agency prior to contract execution.
REPRESENTATION OF ENTITY	':	
Т		of.
I, (Authorized Signatory)	/	(Name of Entity)
an antituduly formed and aviating	a under the laws of	
an entity duly formed and existing		me of State or Commonwealth)
represent that I am authorized to	execute and deliver this rep	resentation on behalf of
	and that	
(Name of Entity)	(Na	ame of Entity)
agrees to comply with the nondisc	crimination agreements and	warranties of Connecticut General Statutes
§§ 4a-60 and 4a-60a, as amende		
(Authorized Signatory)		(Date)



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION — Affidavit By Entity

For Contracts Valued at \$50,000 or More

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

INSTRUCTIONS:

For use by an <u>entity</u> (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 (=	eciate the obligations of
an oath. I amSignatory's Title	of	, an entity
Signatory's Title	Name of En	tity
duly formed and existing under the laws of		
	Name of State or	Commonwealth
I certify that I am authorized to execute and deliv	er this affidavit on behalf of	
	and that	NY
Name of Entity	Nam	e of Entity
General Statutes §§ 4a-60 and 4a-60a, as amend Authorized Signatory		
Printed Name		
Sworn and subscribed to before me on this	day of,	20 .
Commissioner of the Superior Court/ Notary Public	Commission Expira	ition Date



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — New Resolution

By Entity

For Contracts Valued at \$50,000 or More

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

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

I,	, of	
I,, Authorized Signatory Title	Name of Entity	
an entity duly formed and existing under the laws of		
	Name of State or Commonwe	ealth
certify that the following is a true and correct copy of		
, 20, by the governing	body of	
	Name of Entity	
in accordance with all of its documents of governance	and management and the law	s of
, and fur	ther certify that such resolution	has not been modified
Name of State or Commonwealth		
or revoked, and is in full force and effect.		
RESOLVED: That the policies of	cc	omply with
Name of Entity		
nondiscrimination agreements and warranties of Conramended.	necticut General Statutes §§ 4a	-60 and 4a-60a, as
The undersigned has executed this certificate this	day of	,20
Authorized Signatory	Date	
Printed Name		



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION - Prior Resolution **By Entity**

For Contracts Valued at \$50,000 or More

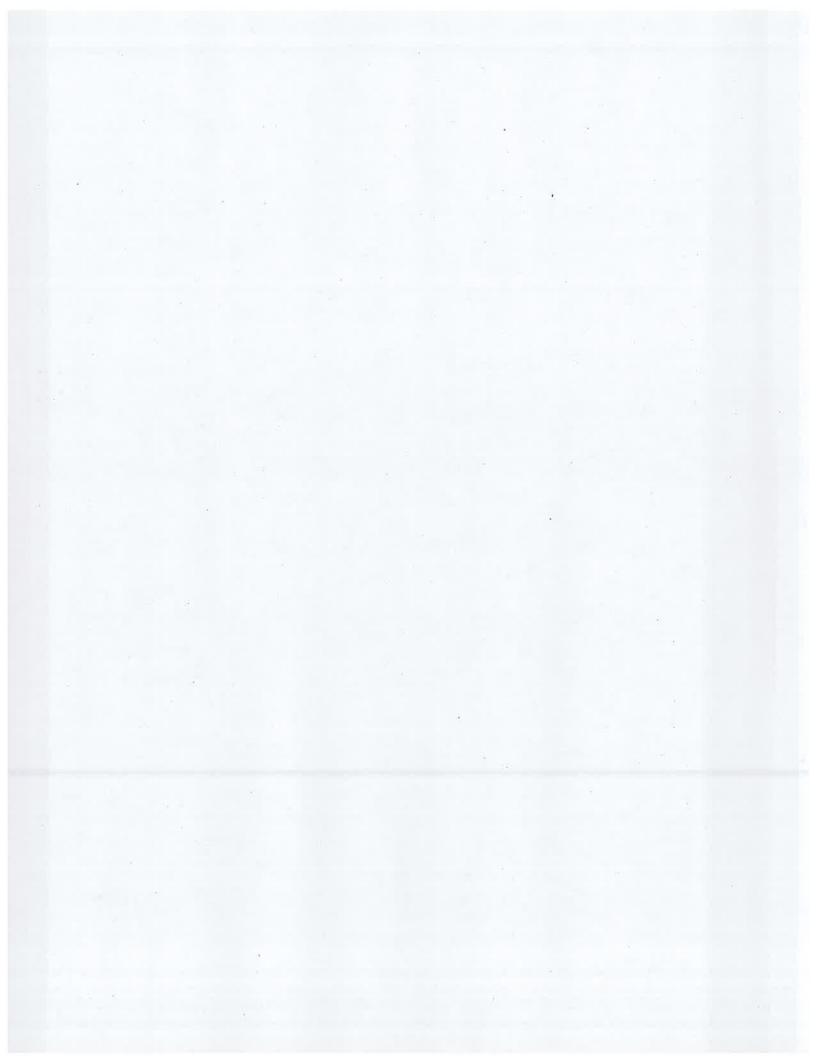
Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut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

INSTRUCTIONS:

Awarding State Agency

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 o sections of the form. Attach copy of previously adopte Certification, Form D: New Resolution). Submit all doc contract execution.	or more for any year of the contract. Complete all defended in the description of the des
CERTIFICATION OF PRIOR RESOLUTION:	
I, the undersigned, am a duly authorized corporate offi	cer or member of Name of Entity
I have reviewed the attached prior resolution. I certify	that:
(1) the attached prior resolution complies with the non	discrimination agreements and warranties of
Connecticut General Statutes §§ 4a-60 and 4a-60a	ı, as amended; and
(2) the prior resolution remains in full force and effect	on the date this documentation is submitted to the
awarding State agency.	
Authorized Signatory	Title
Printed Name	Date
RESERVED FO	R STATE USE
I, the undersigned head of the awarding State agency,	or designee, certify that the attached prior resolution
complies with the nondiscrimination agreements and w	arranties of Connecticut General Statutes
§§ 4a-60 and 4a-60a, as amended.	
Signature of Agency Head (or designee)	Date





STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:	☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
	Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for <u>statewide public office</u>, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for <u>statewide public office</u> or the <u>General Assembly</u>, are listed below:

Lawiui	ampaign contributions to t	Landidates for Statew	ide Public Office:	
Contribution Date	Name of Contributor	Recipient	<u>Value</u>	Description
Lawful C	ampaign Contributions to (Candidates for the Ger	neral Assembly:	
Contribution Date	Name of Contributor	Recipient	<u>Value</u>	Description
	true to the best of my knowle			
Printed Contrac	tor Name		Printed Name of Au	thorized Official
Signature of A	uthorized Official	*		
	Subscribed and ack	nowledged before me	this day of	, 20
		Commissioner	of the Superior Cou	urt (or Notary Public)
		My Commission	n Expires	



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 Sw	vorn and Subscribed On This Day:	_]
a contract, as such a contrac	described in Connecticut (t who is authorized to exec	am a principal or key personnel of the bi General Statutes § 4a-81(b), or that I cute such contract. I further swear that such contract, except for the agreeme	am the individual awarde I have not entered into an
Consultant's N	ame and Title	Name of Firm (if applic	able)
Start Date	End Date	Cost	_
Description of	Services Provided:		
If YES: Name Sworn as true	of Former State Agency to the best of my knowled <u>c</u>	Termination Date of English and belief, subject to the penalties of nature of Principal or Key Personnel	false statement.
	Prin	ted Name (of above)	Awarding State Agency
Sworn and su	bscribed before me on t	his day of	20
		Commissioner of the Superior Court or Notary Public	
		My Commission Expires	_

OPM Ethics Form 6 Rev. 10-01-11



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

	RUCTIONS:					
Comp	olete all sections of the form. Submit complete ced below.	d form to the awarding :	State agency or contractor, as			
CHEC	CK ONE:					
	I am a person seeking a large State construction or procurement contract. I am submitting the affirmation to the awarding State agency with my bid or proposal. [Check this box if the contrawill be awarded through a competitive process.]					
	I am a contractor who has been awarded a l submitting this affirmation to the awarding S this box if the contract was a sole source awa	State agency at the time	or procurement contract. I am of contract execution. [Check			
	I am a subcontractor or consultant of a contr or procurement contract. I am submitting th	actor who has been awar is affirmation to the cont	rded a large State construction ractor.			
Е	I am a contractor who has already filed an all no later than thirty (30) days after the effect of any new bid or proposal, whichever is earli	tive date of any such cha	ting such affirmation either (i) ange or (ii) upon the submitta			
IMPO	PRTANT NOTE:					
affirm State	n fifteen (15) days after the request of such lation contractors shall submit the affirmations of agency. Failure to submit such affirmations in State construction or procurement contract.	of their subcontractors ar	d consultants to the awarding			
AFFI	RMATION:					
there	e undersigned person, contractor, subcontractor, affirm (1) receipt of the summary of State ant to Connecticut General Statutes § 1-81b antractor, or consultant have read and undersions.	ethics laws* developed nd (2) that key employed	by the Office of State Ethics es of such person, contractor.			
* The	summary of State ethics laws is available on the	e State of Connecticut's C	Office of State Ethics website.			
	ture	Date				
Signa						
	d Name	Title	T/			
Printe	d Name or Corporation (if applicable)	Title				

Awarding State Agency



STATE OF CONNECTICUT
Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A.
No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name:
INSTRUCTIONS:
CHECK ONE: Initial Certification. Amendment or renewal.
A. Who must complete and submit this form. Effective October 1, 2013, this form <u>must</u> be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.
Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.
Check applicable box:
Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.
B. Additional definitions.
 "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; "Respondent" means the person whose name is set forth at the beginning of this form; and "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.
C. Certification requirements.
No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.
Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.
CERTIFICATION:
I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:
Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.
Printed Respondent Name Printed Name of Authorized Official
Signature of Authorized Official
Subscribed and acknowledged before me this day of, 20
Commissioner of the Superior Court (or Notary Public)

Mr. Commission Evnisor

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SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 07/18

Page 1 of 3



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasipublic 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:

<u>Civil penalties</u>—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.

<u>Criminal penalties</u>—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.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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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 return of such individual.

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

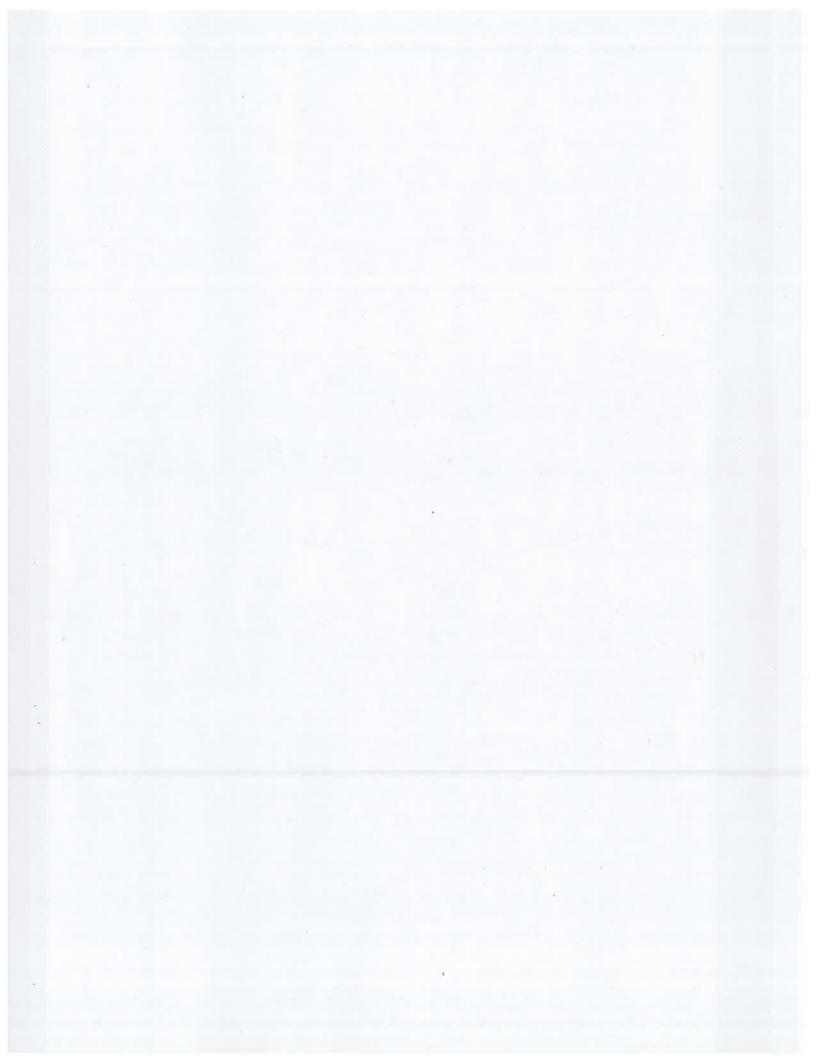
"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the 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.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
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10000000000000000000000000000000000000	ACKNOWLED	GEMENT OF REC	OPT .	
SIGNATURE			DATE (mm/dd/yyyy)	
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			- PF	
Additional information	n may be found on the	website of the State Ele	ctions Enforcement Commission	n,
	Click on the link to "I	<u>rw.ct.gov/seec</u> Lobbyist/Contractor Lin	nitations"	
	(9)			



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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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 <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68j-23</u> of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen 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.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING AND control the major functions of an organization through MAINTENANCE: This category includes occupations subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the services. Job titles found in this category include 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 category includes construction trades and related and engineering managers.

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

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

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

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

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

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

involving landscaping, housekeeping, and janitorial supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in l	Part IV Bidder Employment Information) (Page 3)
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,	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
Central or South American, or other Spanish culture or origin, regardless of race.	or community recognition.
origin, regardless of face.	
RIDDED CONTDACT COMPI	JANCE MONITORING REPORT
PART 1 – Bidder Information	LANCE MONTOKING KEI OKI
Company Name:	Bidder Federal Employer
Street Address:	Identification Number:
City & State:	Or
Chief Executive:	Social Security Number:
Major Business Activity:	Bidder Identification
(brief description)	(response optional/definitions on page 1)
	-Bidder is a small contractor? Yes No
	-Bidder is a minority business enterprise? Yes No
	(If yes, check ownership category)
	Black Hispanic Asian American
	American Indian/Alaskan Native Iberian Peninsula
	Individual(s) with a Physical Disability Female
	-Bidder is certified as above by State of CT? Yes_No_
Bidder Parent Company:	
(If any)	
Other Locations in CT:	
(If any)	
DADTH Distanting the factor of a Date to the	
PART II - Bidder Nondiscrimination Policies and Procedures 1. Does your company have a written Affirmative	7. Do all of your company contracts and purchase orders contain
Action/Equal Employment Opportunity statement posted on	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards?	4a-60a Conn. Gen. Stat.?
Yes No	Yes No
2. Does your company have the state-mandated sexual	8. Do you, upon request, provide reasonable accommodation
harassment prevention in the workplace policy posted on	to employees, or applicants for employment, who have
company bulletin boards? Yes No	physical or mental disability? Yes \[No \[\]
3. Do you notify all recruitment sources in writing of your	9. Does your company have a mandatory retirement age for all
company's Affirmative Action/Equal Employment Opportunity	employees?
employment policy? Yes No	Yes No
4. Do your company advertisements contain a written statement	10. If your company has 50 or more employees, have you provided at
that you are an Affirmative Action/Equal Opportunity Employer?	least two (2) hours of sexual harassment training to all of your
Yes No	supervisors? Yes No N/A
5. Do you notify the Ct. State Employment Service of all	11. If your company has apprenticeship programs, do they meet the
employment openings with your company? Yes No	Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?
1 es 140 1	Yes No N/A
6. Does your company have a collective bargaining	12. Does your company have a written affirmative action Plan?
agreement with workers?	Yes No
Yes No	If no, please explain.
6a. If yes, do the collective bargaining agreements contain	,,
non-discrimination clauses covering all workers? Yes No	
6b. Have you notified each union in writing of your	13. Is there a person in your company who is responsible for equal
commitments under the nondiscrimination requirements	employment opportunity? Yes No
of contracts with the state of CT?	If yes, give name and phone number:
Yes No	

Part III - Bidder Subcontrac	ting Practice
------------------------------	---------------

Trainces

(Page 4)

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 min enterprise. (defined on page 1 / use additional sheet if necessary)	ority business
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in	1a. above? Yes No

PART IV - Bidder Employment Information

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

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

PART V - Bidder H	ART V - Bidder Hiring and Recruitment Practices				(Page 5)
Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)		Check (X) any of the below listed requirements that you use as a hiring qualification (X)	Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination		
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	
MONITORING REPORT A	re comple	te and tru	e to the best of my kn	FULLY before signing). I certify that the sta owledge and belief, and are made in good fi and related sections of the CONN. GEN. S	itements made by me on this BIDDER CONTRACT COMPLIANCE aith. I understand that if I knowingly make any misstatements of facts, I am TAT.
(Signature)				(Title)	(Date Signed) (Telephone)

ATTACHMENT 9

Labor Rates Form

Connecticut Innovations Incorporated Tenant Improvement Project 470 James Street, Suite 8, New Haven, CT

Labor Rates

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

Contractor:

Trade Classification:

A. Base Rate

B. FICA

C. FUTA

D. SUTA

H. Total

E. Workman's Comp

F. General Liability

G. Benefits (list each)

Straight Time Time & Half Double Time

ATTACHMENT 10 INTERNAL REVENUE SERVICE FORM W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.	**		
	2 Business name/disregarded entity name, if different from above				
page 3.	Check appropriate box for federal tax classification of the person whose natification of the person of the per	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
as on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	☐ Trust/estate	Exempt payee code (if any)		
等等	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partner	rship) ➤		
Print or type. See Specific Instructions on	Note: Check the appropriate box in the line above for the tax classificati LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	Exemption from FATCA reporting code (if any)			
ec.	Other (see instructions) ▶			(Applies to accounts maintained outside the U.S.)	
જુ	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name a	ind address (optional)	
See	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the na			curity number	
	p withholding. For individuals, this is generally your social security nu nt alien, sole proprietor, or disregarded entity, see the instructions for		ora		
entities	s, it is your employer identification number (EIN). If you do not have a	number, see How to ge	ta L] -	
TIN, la			or		
	If the account is in more than one name, see the instructions for line	1. Also see What Name	and Employer	identification number	
Nulliot	er To Give the Requester for guidelines on whose number to enter.				
5 1		2			
Part	The state of the s				
	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification num	shor for Lam welting for	a number to be less	used to make and	
2. I am Serv	not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu onger subject to backup withholding; and	ackup withholding, or (b)	I have not been no	otified by the Internal Revenue	
3. I am	a U.S. citizen or other U.S. person (defined below); and				
	FATCA code(s) entered on this form (if any) indicating that I am exert	npt from FATCA reportin	g is correct.		
you ha acquisi	cation instructions. You must cross out item 2 above if you have been r ve failed to report all interest and dividends on your tax return. For real e tion or abandonment of secured property, cancellation of debt, contribut han interest and dividends, you are not required to sign the certification,	state transactions, item 2 tions to an individual retire	does not apply. Fo ement arrangement	r mortgage interest paid, (IRA), and generally, payments	
Sign Here	Signature of U.S. person ►		Date ►		
Ger	neral Instructions	Form 1099-DIV (div funds)	vidends, including	those from stocks or mutual	
Section noted.	n references are to the Internal Revenue Code unless otherwise		various types of inc	come, prizes, awards, or gross	
related	developments. For the latest information about developments I to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)			
	ney were published, go to www.irs.gov/FormW9.	 Form 1099-S (proc 	eeds from real est	ate transactions)	
Purp	oose of Form	 Form 1099-K (mercent 	chant card and thir	d party network transactions)	
informa	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home in 1098-T (tuition) 	mortgage interest),	1098-E (student loan interest),	
	cation number (TIN) which may be your social security number	Form 1099-C (canceled debt)			
	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	• Form 1099-A (acqu	isition or abandonr	nent of secured property)	
	o report on an information return the amount paid to you, or other				

If you do not return Form W-9 to the requester with a TIN, you might

alien), to provide your correct TIN.

later.

amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust: and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident allen who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- ${\bf 5}.$ Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
 LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4\!-\!A$ foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,0001	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D--A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(l)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

 $H\!-\!A$ regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 malled to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For Interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*. earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding wili apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TiN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TiN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2\n)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (If you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- *Note: The grantor also must provide a Form W-9 to trustee of trust.

 Note: If no name is circled when more than one name is listed, the
 number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@is.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/iditheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.