BENNIE DOVER JACKSON MIDDLE SCHOOL ALTERATIONS AND EXPANSIONS
PHASE 1 – CORRIDOR CEILING REMOVAL
NEW LONDON, CONNECTICUT
STATE PROJECT NO. 095-0091 MAG/A
CITY BID NO. 2020-02

INVITATION TO BID

1. Sealed proposals (in duplicate) for the trade contracts listed below addressed to Julie Chapman, Purchasing Agent, City of New London, will be received at 13 Masonic Street, New London, CT, 06320 until 2:00 p.m. local time on the date listed below, and then immediately following, all bids will be opened publicly and read aloud. Bids received after the specified closing time will not be accepted and will be returned unopened.

   For questions regarding Addenda, or to confirm the bid date, contact: Mark Carroll at O&G Industries, Inc. (860) 496-4233 or email markcarroll@ogind.com.

   Specific questions regarding bidding procedures, project scope and site visits may be directed to Lorel Purcell at O&G Industries, Inc. (860) 626-6418.

CTDAS Pre-Qualification Necessary	Trade Package	Set-Aside (CHRO)		Bid Due Date
		REQUIRED	GOALS	
No	1.01 – Corridor Ceiling Removal		25% SBE & 6.25% MBE	**Sept. 26, 2019**

2. This project is subject to a **Project Labor Agreement** with the New London-Norwich Building and Construction Trades Council. A copy has been included in the Bid Documents, refer to Specification Section 00 53 00 Project Labor Agreement. Execution of the Agreement shall be required from the selected bidder following award and shall be a requirement for entering into contract with O&G Industries, Inc. for the work.

3. A Non-Mandatory **Prebid meeting** will be held for all contractors at Bennie Dover Jackson Middle School located at 36 Waller Street, New London, CT, 06320 @ **11:00 a.m. on Friday, September 20, 2019**. Immediately following this meeting, all contractors are invited to walk the site. Although the Prebid meeting is non-mandatory, all bidders are responsible for examining existing conditions affecting their work. ***All contractors are strongly encouraged to attend the Prebid meeting.***

4. Plans and specifications are available and may be viewed and downloaded free of charge at any of the following online web addresses:
   SmartBidNet *https://secure.smartinsight.co/#/PublicBidProject/466442*
   City of New London *http://ci.new-london.ct.us*
   State of Connecticut – CTDAS *http://www.das.state.ct.us*

   Copies of the plans and specifications may be obtained at the cost of reproduction by contacting Angela Moore or Steve Weber at the following location:

   Minuteman Press
   147 State Street
   New London, CT 06320
   Contact: Angela Moore at angela@mmpnl.com
   Phone: (860) 701-9171
   Fax: (860) 701-9173

5. This project is being performed under the Construction Management form of construction. With respect to this project, the Construction Manager is the representative of the Owner. The Owner shall approve the award of all trade contracts. Each Trade Contractor's contract shall be with the Construction Manager.

6. The Owner, City of New London, has contracted with O&G Industries to serve as the Construction Manager (CM).

7. No oral, telephone or telegraphic proposals will be considered. All bids shall stand available for acceptance for a period of ninety (90) days from the date proposals are received.

8. No bid shall be accepted from any person/company who is in arrears to the Owner upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner.

9. The Owner and/or Construction Manager is authorized to waive minor irregularities which it considers in the best interest of the Project, provided the reasons for any such waiver are stated in writing by the Construction Manager and made a part of the contract file. The Owner and/or Construction Manager reserves the right to reject any or all bids, without stating reasons therefor, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any bidder if the Owner and/or Construction Manager believes that it would not be in the best interest of the Owner or the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner and/or Construction Manager. The Owner and/or Construction Manager reserves the right to waive informalities and to negotiate contract terms with one or more bidders without reopening the bidding process insofar as such negotiations are not violative of applicable competitive bidding statutes or law.

   In evaluating bids, the Owner and/or Construction Manager will consider the qualifications of the bidder, whether or not the bids comply with the prescribed requirements, and such Supplemental Bids, unit prices, and other data, as may be requested in the Bid Proposal Form or prior to Notice of Award.

   The Owner and/or Construction Manager may consider the qualification and experience of subcontractors and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided by the bid documents.

   The Owner and/or Construction Manager reserves the right to require, prior to Notice of Award, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including financial resources, present commitments, and experience of the bidder in performance of comparable work.

10. Bid Security in the amount of ten percent (10%) of the total bid amount is required with any bid submitted. Performance and Labor and Materials Bond(s) in the amount of 100% of the contract sum shall be required from the selected bidder following award.

11. Non-resident contactors, in accordance with C.G.S §12-430(7), must provide a copy of their "Nonresident Contractor Notice of Verified Status" from the State of Connecticut Department of Revenue Services upon an award of contract. Without the verified status letter the Construction Manager must remit five percent (5%) of the total contract value directly to the State and the non-resident contractor file with the Department of Revenue Services to receive the withheld monies.

12. Bidders should note the project insurance requirements.

13. This contract is subject to local workforce goals and to State set-aside and contract compliance requirements, including non-discrimination statutes and set-aside requirements.

Contractors shall note the Small/Minority Business participation requirements identified for each trade package and are responsible for ensuring that they, and the SBE/MBE's they have selected, are eligible contractors and that they meet State requirements. Trade Contractors will be responsible for compliance with the following Goals and Requirements established for this project as follows:

a) In accordance with Sections 4a-60g and 4a-60h Conn. Gen. Stat., as revised, the contractors shall note the CHRO MWBE Set-aside Program Requirements and Small/Minority Business participation requirements (25% SBE and 6.25% M/WBE) as indicated above for each trade package and are responsible for ensuring that they, and the SBE/MWBE's they have selected, are eligible contractors and that they meet State of Connecticut requirements. CHRO Project Requirements – refer to Table above, trade contractors working on this project shall utilize State of Connecticut Supplier Diversity program certified Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) for the minimum as stated above. For those trade contractors with goals indicated, the contractors shall provide documentation of their good faith efforts.

b) Bidders are required to provide Contractor's Means of Compliance Table prior to, or at the Scope Review Meeting to review their proposed approach to meeting the minimum project SBE and M/WBE goals. Following scope review and prior to an award, the successful contractor shall provide a clear and concise breakdown of their Bid Value and assigned value allocation representing the contractor's means of compliance with the State of Connecticut CHRO percentages. This information will be discussed at the Scope Review Meeting, and may be used to confirm a bidder's responsiveness to the bid. A satisfactory presentation of the contractors anticipated final list of SBE and M/WBE subcontracts, vendors and means of compliance is a condition of contract award. See Specification Section 002113 titled Instructions to Bidders.

14. O&G is an Affirmative Action Equal Opportunity Employer M/F/H/V.

END OF SECTION

O&G INDUSTRIES, INC.
112 Wall Street
Torrington, Connecticut 06790
Phone: 860-489-9261 Fax: 860-496-4286

Construction Management Trade Contract

Contract No. «ContractNumber»
Cost Control No. «ItemNumber»

Bennie Dover Jackson Middle School
New London, Connecticut

TRADE CONTRACTOR:
«ToCompany»
«ToAddressLine1»
«ToAddressLine2»
«ToAddressCity», «State» «Zip»

RETAINAGE: 5%
NON-RESIDENT S/T RETAINAGE: Y / N
PYMT/PERFORM BOND: «Yes»

OWNER:
City of New London
181 State Street
New London, CT 06320

ARCHITECT:
Perkins Eastman Architects, DPC
677 Washington Boulevard, Suite 1
Stamford, Ct 06901

This Agreement made _____, by and between «ToCompany» hereinafter called "Trade Contractor" a corporation, partnership, limited liability company, individual proprietorship (*circle applicable business form*) and O&G Industries, Inc., hereinafter called "Construction Manager" for the above-referenced "Project".

WITNESSETH: That Trade Contractor and Construction Manager for the consideration hereinafter named, agree as follows:

SCOPE OF WORK: FURNISH all labor, material, and equipment necessary to complete all work of _enter Bid Package Here__, all in accordance with the contract documents listed in Exhibit A, attached.

The following Allowances are made a part of this Agreement:

Specifically included in this Contract are the following:

Excluded from this contract are the following:

The following Alternates have been accepted by the Owner are hereby incorporated into the contract:

The following unit prices apply:

The following labor rates shall be utilized for change orders:

TRADE CONTRACT AMOUNT:

Trade Contractor shall complete the Work under this Trade Contract for the lump sum Trade Contract Price equal to $_____ ("Trade Contract Price").

Base Bid:
Alternates:
Allowances:
Value Engineering:
Lump Tax:
TOTAL:

This Contract/ Trade Contractor Agreement continues in the attached General Conditions, as if fully set forth herein.

Please note: **No payments will be made on this contract until the signed copies have been returned to O&G Industries, Inc.**
Any and all work performed shall be in conformity with and governed by this contract, including all terms and conditions.

TRADE CONTRACTOR: «TOCOMPANY»	**CONSTRUCTION MANAGER:** O&G INDUSTRIES, INC.
Signed: _____	Signed: _____
By:	By: Aaron L. Mednick, Vice-President
Date: _____	Date: _____
Witness: _____	Witness: _____

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1. TRADE CONTRACTOR'S WORK

1.1 Definitions
The following terms as used in this Trade Contract shall have the following meanings:

(a) "Applicable Law" shall mean means all laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court or governmental agency or authority, and rules, regulations, codes, orders, interpretations of any federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, or court having jurisdiction over the Project or any activity conducted at or in connection with the Project or in connection with the Trade Contract.

(b) "Architect" is the party identified as "Architect/Engineer" on page 1 of this Trade Contract.

(c) "Construction Manager" shall mean O&G Industries, Inc.

(d) "Contract Documents" shall have the meaning set forth in Section 2.1 of this Trade Contract.

(e) "Owner" is the party identified as "Owner" on page 1 of this Trade Contract.

(f) "Owner Contract" shall mean the contract between the Owner and Construction Manager, including all documents incorporated therein.

(g) "Project" is the construction project identified on page 1 of this Trade Contract.

(h) "Project Schedule" shall have the meaning set forth in Section 3.1 of this Trade Contract.

(i) "Trade Contractor" is the party identified as "Trade Contractor" on page 1 of this Trade Contract.

(j) "Trade Contractor-subcontractor" shall mean lower tier vendor, supplier, materialmen, consultant, contractor, subcontractor or other person or entity performing a portion of the Work for Trade Contractor hereunder and/or providing equipment or services directly or indirectly in connection with the Work or Trade Contract.

(k) "Trade Contract Price" is the amount identified as "Trade Contract Amount" on page 1 of this Trade Contract.

(l) "Work" shall have the meaning set forth in Section 1.2 of this Trade Contract.

1.2 Work Defined
Trade Contractor shall perform all work required by this Trade Contract, under the general direction of Construction Manager, and shall furnish all supervision, labor, materials, tools, equipment and all other items necessary for the completion of the work described in **Exhibit A** and work incidental thereto, in strict accordance and full compliance with the terms of this Trade Contract and the Contract Documents described herein, to the satisfaction of the Owner and Construction Manager (hereinafter, the "Work").

1.3 Trade Contract Includes All Items Necessary to Complete Work
Trade Contractor and its Subcontractors shall strictly comply with all requirements of the Trade Contract in the performance of the Work and other activities in connection with the Trade Contract. Trade Contractor acknowledges and agrees that it can perform and complete the Work in strict compliance with the Trade Contract requirements, including Trade Contract Price and Project Schedule, and acknowledges and agrees that it can do so even though certain drawings, specifications, addenda and bulletins, may not be fully developed at the time of contracting. Trade Contractor further acknowledges and agrees that the Work includes the provision of all equipment, components, systems, materials, documentation and other services and items required to perform the Work and make it complete, functional and/or operational, notwithstanding the fact that each such service or item may not be expressly mentioned in the Contract Documents.

1.4 Investigation of Site and Contract Documents
Trade Contractor represents that it has, or has had, full opportunity to examine the Project site and Contract Documents, that it has satisfied itself as to the requirements of the Work and all conditions which may affect the Work, including but not limited to the availability and costs of labor, services, equipment, materials, supplies and other items required for the Work, the observable condition of the Project site and access thereto to perform the Work and actual and anticipated local weather conditions; that the Trade Contract Price and Project Schedule have been determined with due regard for all such requirements and conditions which do or may affect the Work; and, that its entry into the Trade Contract has not been induced either wholly or in part by any promises, representations or statements by or on behalf of Construction Manager, Owner and/or the Architect, other than those set forth in the Trade Contract. Trade Contractor acknowledges and accepts the risk of mistake or error with respect to all matters within the scope of its Project investigation, and agrees that it shall not be entitled to, and shall make no claim for, any additional compensation or damages of any kind or character or an extension of time for performance should any requirements or conditions applicable to the Work be different from or in addition to those identified by Trade Contractor through such reasonable investigation.

1.5 Duty to Inspect
Trade Contractor shall inspect the work provided by others onto which the Work is to be placed or to which the Work is to be applied or attached and shall notify Construction Manager in writing of any observable defect or other detrimental condition in any such work prior to the performance of the affected Work. If Trade Contractor fails to so notify Construction Manager, Trade Contractor shall be deemed to have accepted the condition of such work as suitable for its Work. Trade Contractor shall be liable for any added costs or damage resulting from its performance of any Work involving any unsuitable work provided by others of which Trade Contractor has not notified Construction Manager as required, including any re-performance and related costs of correction as well as any additional costs incurred by the Construction Manager, Owner or their other contractors.

1.6 Coordination with Other Work
Trade Contractor agrees that Owner and Construction Manager shall have the right to perform or have performed other work in or about the Project site during the time when Trade Contractor is performing its Work. Trade Contractor shall: coordinate its Work activities at the Project site with those of Construction Manager, Owner, and their other contractors; afford a reasonable opportunity for the introduction and storage of materials and the execution of such work; and make every reasonable effort to enable both its Work and such other work to be completed without hindrance or interference. Trade Contractor shall notify Construction Manager in writing of any potential conflicts between its Work and such other work and if requested by Construction Manager shall participate in the preparation of coordination drawings in areas of congestion. In situations where a conflict arises between the Trade Contractor's Work and the work of others, Construction Manager will determine in its sole discretion which work has the highest priority and direct the performance of the Work accordingly. Trade Contractor shall not be entitled to an adjustment of the Trade Contract Price or an extension of time for its field coordination activities as the Trade Contractor shall anticipate and provide for such activities in the Trade Contract Price and agreed time for performance.

2. CONTRACT DOCUMENTS

2.1 Contract Documents Defined
The Trade Contract is comprised of the following "Contract Documents": the Trade Contract Agreement; the Trade Contract Exhibits (including without limitation, the plans and specifications referenced therein); and the Owner Contract as it relates (directly or indirectly) to the Work to be performed by Trade Contractor under the Trade Contract. Trade Contractor assumes toward the Construction Manager and the Owner all the obligations that the Construction Manager assumes toward the Owner in the Owner Contract with respect to the Work to be performed by Trade Contractor under the Trade Contract. Construction Manager shall have the benefit of all rights, redress and remedies against Trade Contractor that Owner has against Construction Manager under the Owner Contract. Notwithstanding the foregoing, the payment and dispute resolution provisions contained in the Owner Contract are specifically excluded from the Contract Documents.

2.2 Duty to Review Contract Documents
Trade Contractor shall carefully study and compare the Contract Documents and notify Construction Manager in writing of any error, inconsistency, omission or ambiguity prior to executing any affected Work. The Trade Contractor shall notify the Construction Manager in writing within three (3) business days of the Trade Contractor's discovery of any error, inconsistencies or omissions in the Contract Documents. Trade Contractor shall not proceed with the Work or phase of the Work affected by such document error until Trade Contractor has notified Construction Manager and has, in turn, received appropriate written instructions or clarifications from Construction Manager. Construction Manager's determination of the Trade Contract requirements in view of the error, inconsistency, omission or ambiguity shall be final and Trade Contractor

shall perform the Work consistent with that determination, subject to dispute resolution in this Trade Contract. Trade Contractor shall be liable for any added costs or damage resulting from its performance of any Work involving an error, inconsistency, omission or ambiguity in the Contract Documents that has not been reported to Construction Manager, including any re-performance and related costs of correction as well as any additional costs incurred by the Construction Manager. Nothing in this paragraph shall relieve the Trade Contractor of responsibility for its own errors, inconsistencies and omissions.

2.3 Contract Documents Interpreted Cohesively
The Contract Documents are intended to be read as a whole, and any Work required by one part and not mentioned in another (e.g., item shown in drawing and not mentioned in the specifications, or mentioned in the specifications and not shown in drawing), shall be executed to the same extent as though required by all. The addition, omission or incorrect placement of a word or character in one part of the Trade Contract shall not change the intent of the Trade Contract as a whole, and shall not constitute the basis for a claim by the Trade Contractor for an increase in the Trade Contract Price or an extension of time within which to perform and complete the Work.

2.4 Highest Quality Prevails
In the event of a conflict between one or more provisions of the Contract Documents, the provision imposing the more demanding term, condition, duty or standard of performance, or the greater limitation on the nature and type of relief or damages allowed to Trade Contractor, shall control. A conflict exists in the Contract Documents when the same subject matter is addressed by two or more provisions· of the Contract Documents in a manner that cannot be reconciled to give effect to all provisions. In the various parts of the Contract Documents where reference is made to applicable codes and standards, the Work shall, except as otherwise specified, conform to the latest issue of the referenced code or standard in effect at the time the Work is performed.

3. TIME OF PERFORMANCE AND COMPLETION

3.1 Project Schedule
The Construction Manager will develop the Project Schedule that will schedule and coordinate the times required for each area of work on the Project, including the Work. Trade Contractor shall participate and cooperate with Construction Manager in scheduling the times and sequences required to perform Trade Contractor Work, and Trade Contractor agrees to perform its Work in accordance with the Project Schedule, as it may be revised and amended from time to time by Construction Manager. Trade Contractor further agrees that it shall comply with the Bid document Construction Schedule and requirements set forth in the contract documents, including, without limitation, specification 00 31 13 Project Schedule and Phasing , .

3.2 Duty to Diligently Maintain Schedule
Except as otherwise provided elsewhere in the Contract Documents, Trade Contractor shall commence the Work in accordance with the Project Schedule immediately upon receipt of verbal or written notice to proceed from Construction Manager. Trade Contractor shall diligently and continuously prosecute its Work or any portion thereof in an efficient fashion and at a rate so as not to cause delay in the progress of the work of Construction Manager, Owner, or their other contractors. Trade Contractor shall maintain and update on at least a monthly basis (or more frequently if requested) a resource loaded, (and cost loaded if requested) critical path method schedule for the Trade Contractor's Work, which depicts Trade Contractor's Work activities with logic ties for preceding/restraining work, duration, crew size, (and cost if requested.)

3.3 Failure to Maintain Schedule
Trade Contractor acknowledges that the dates required in the Project Schedule for the performance and completion of the Work are essential conditions of the Trade Contract and agrees that Trade Contractor's failure to perform and complete the Work consistent with such dates shall constitute a material violation of the Trade Contract. Trade Contractor represents that it has taken into consideration and made allowances for all hindrances and delays incident to its Work as provided herein.

3.4 Duty to Coordinate with Project Schedule
In support of the Project Schedule, Trade Contractor shall, as a condition precedent to Construction Manager's obligation to process Trade Contractor's first estimate for payment, furnish Construction Manager with an itemized breakdown of Trade Contractor's Work, which shall include the anticipated sequence of the Work and durations in terms of days and man-hours for the work activities necessary to complete the Work in the time required to support the Project Schedule. Trade Contractor represents that it shall: (i) prepare documents that are feasible and realistic for the planning, scheduling and coordination of the Work, and (ii) prepare schedules, updates, revisions and reports that accurately reflect Trade Contractor's reasonable expectations as to the sequence of activities, duration of activities, productivity or efficiency, projected and actual completion of any Work item or activity, and delays or problems expected or encountered and specified float time, including as necessary, accounting for any direction provided by Construction Manager as set forth herein.

3.5 Right of Construction Manager to Dictate Schedule

Construction Manager shall be entitled to decide the time, order and priority for performance of the various portions of Trade Contractor's Work to the extent necessary, in Construction Manager's judgment, to assure Construction Manager's compliance with the scheduling requirements imposed on Construction Manager under the Owner Contract, and to direct the performance of the Work accordingly. Trade Contractor shall not be entitled to an adjustment of the Trade Contract Price or an extension of time in connection with any such direction by Construction Manager as the Trade Contractor shall anticipate and provide for such activities in the Trade Contract Price and agreed time for performance.

3.6 Duty to Recover Schedule Delays

If Construction Manager determines that Trade Contractor has fallen behind in the progress of the Work or is in danger of falling behind at its then current rate of progress, or is responsible for any Project Schedule delays, Construction Manager may direct Trade Contractor on written notice to take the steps Construction Manager deems necessary to improve the rate of progress of the Work, including requiring Trade Contractor to increase its labor force, number of shifts and/or overtime operations, days of work, or to provide additional equipment or materials. Trade Contractor shall work overtime, Saturdays and Sundays at the direction of the Construction Manager without additional cost to the Construction Manager if in the judgment of the Construction Manager such overtime and Saturday and Sunday work is necessary due to delays caused by and within the control of the Trade Contractor. Within forty-eight (48) hours of such written notice from Construction Manager, Trade Contractor shall submit for Construction Manager's approval a recovery plan composed of a schedule and a safety assessment to demonstrate the manner by which Trade Contractor will implement the required steps to attain the required rate of progress while maintaining an injury free environment. Trade Contractor will implement the recovery plan immediately upon Construction Manager's approval. If Construction Manager determines that Trade Contractor's plan will not attain the required rate of progress, Construction Manager may, in its sole discretion and without further notice: (1) direct the Trade Contractor to take the steps Construction Manager directs in that regard and perform the Work accordingly, all without additional cost to the Construction Manager; or (2) perform the Work as Construction Manager deems necessary to attain the required rate of progress. Construction Manager may deduct from any payment due Trade Contractor or collect directly from Trade Contractor on demand all damages incurred or suffered by Construction Manager in connection with Trade Contractor's delay in the progress of the Work or to the Project Schedule, including any damages assessed against Construction Manager under the Owner Contract.

3.7 Right of Construction Manager to Inspect and Review Work

Trade Contractor shall at all times provide Construction Manager, Owner, the Architect and their authorized representatives safe and sufficient facilities and access to review or inspect the Work on the Project site and, upon request, at Trade Contractor's and its Trade Contractor-subcontractor's offsite facilities where any Work is being performed. Construction Manager shall have no obligation to review or inspect Trade Contractor's Work, and any such review or inspection shall not relieve Trade Contractor of its obligations under this Trade Contract. Construction Manager, along with the Owner and Architect, shall determine the requirements of the Contract Documents in connection with the Work and whether the Work has been performed and completed in accordance with those requirements. These determinations shall be final and Trade Contractor shall perform the Work consistent with them, subject to dispute resolution provisions set forth herein.

3.8 Rejected Work

Construction Manager, Owner or the Architect may reject any Work performed or equipment, materials, supplies or other items furnished by Trade Contractor that are determined not to comply with the requirements of the Contract Documents. Within twenty-four (24) hours after receiving Construction Manager's notice rejecting any Work performed or equipment, materials, supplies or other items furnished, Trade Contractor shall take down the rejected Work and remove the rejected equipment, materials, supplies or other items from the Project site. Trade Contractor shall promptly re-perform any rejected Work and replace any rejected equipment, materials, supplies or other items as necessary to comply with the requirements of the Contract Documents. All costs associated with re-performing rejected Work and replacing rejected equipment, materials, supplies or other items including, without limitation, any costs incurred to correct any work of Construction Manager, Owner or their other contractors as required in connection with any rejected Work, shall be borne by the Trade Contractor without any increase in the Trade Contract Price or time for performance of the Work.

3.9 Supply Priority

In the event of a partial failure of the Trade Contractor's sources of supply of the equipment, materials, supplies or other items to be furnished under the Contract Documents, whether due to allocation or otherwise, the Trade Contractor shall make all reasonable efforts to fully meet its obligations under this Trade Contract prior to making any allocations among the Trade Contractor's other customers.

3.10 Completion and Acceptance

The Work will be deemed substantially and finally complete in accordance with the manner set forth in the Owner Contract, or earlier date agreed by Construction Manager in a written notice to Trade Contractor. Trade Contractor shall give written notice to Construction Manager upon considering its Work substantially complete, and shall provide to Construction Manager a punch list of remaining items to be performed to achieve final completion. Trade Contractor shall revise the punch list to include any additional items identified by Construction Manager and shall perform the punch list Work as directed by Construction Manager. Construction Manager may temporarily take possession of and use any part of the Trade Contractor's Work at any time prior to final completion of all the Work. The use or acceptance of part of the Work by Construction Manager as provided herein shall not relieve Trade Contractor of any of its responsibilities under the Trade Contract, nor shall it be construed to deem the Work substantially complete.

4. PROGRESS PAYMENTS

4.1 Schedule of Values
Within fifteen (15) days of the execution of this Trade Contract Agreement, Trade Contractor shall submit for Construction Manager's approval Trade Contractor's itemized schedule of values that allocates the Trade Contract Price to the various portions of the Work. The schedule of values shall be in the form and supported by data to substantiate its accuracy as required by the Contract Documents, or as Construction Manager may reasonably require. Upon acceptance by Construction Manager, Trade Contractor will use the schedule of values as the basis for its periodic applications for payment. If it is later determined that the schedule of values is unbalanced, the Trade Contractor shall revise and resubmit the schedule of values for Construction Manager's approval.

4.2 Payment Applications
Unless otherwise set forth by Construction Manager, on or before the earlier of the 25th day of each month, or five (5) days prior to the date, if any, in the Owner Contract for the submission of payment applications, Trade Contractor shall deliver to the Construction Manager, in the form and manner determined by the Construction Manager, a detailed statement showing value of work completed during the previous month utilizing the approved schedule of values, along with all substantiating data and information required by the Contract Documents or as reasonably requested by Construction Manager. The amount on each payment application shall be calculated based on the percentage of Work completed by Trade Contractor to the date of the application as approved by the Construction Manager, Owner and/or Architect. The amount of the payment shall be the sum of the proportionate value of completed Work based on Trade Contractor's approved schedule of values; less the following amounts:

(1) retainage as set forth in the Owner Contract;
(2) an additional 2% retainage pursuant to Section 8.2;
(3) all previous payments;
(4) all charges for materials and services furnished by Construction Manager to Trade Contractor; and
(5) any other charges and deductions as provided for in the Trade Contract.

4.3 Unit Price Work
Where this Trade Contract Agreement anticipates that the Work shall be paid for at an agreed rate per unit of Work in place, then the Trade Contractor agrees that any unit prices stated herein shall represent payment for the work covered including Trade Contractor's overhead and profit and that the Owner, Architect/Engineer or Construction Manager may make a final and binding determination of the Work to be paid. All quantities stated herein are approximate. Actual payment quantities are subject to field verification by Owner and/or Construction Manager and acceptance of required documentation, and may vary significantly from original estimated quantities, and quantity variation will not be reason to renegotiate a unit price, unless required by Owner. It is Trade Contractor's responsibility to coordinate and verify units installed with the Owner's representative and provide such verification with each monthly payment application.

4.4 Payment for Stored Materials
Requests for payment for materials not incorporated in the Work but delivered to and accepted by Construction Manager and suitably stored (on or off the Project site), may be made, if at all, in accordance with the Contract Documents. Trade Contractor-subcontractor invoices itemizing respective quantities and unit costs of such stored material shall accompany all requests for payments for stored materials. At its option, Construction Manager may make payment for stored material by joint check to Trade Contractor and the applicable Trade Contractor-subcontractor and require as a condition precedent to payment for stored materials that a bill of sale, any necessary Uniform Commercial Code documentation and/or proof of proper insurance be furnished from Trade Contractor and the applicable Trade Contractor-subcontractor. Materials accepted by Construction Manager and stored off site must be at a bonded warehouse, unless stored at the Trade Contractor's premises with Construction Manager's approval. All such stored materials shall be fully insured, and segregated from other material identifiable with a clearly marked "Property of O&G Industries, Inc." label. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements for Stored Materials set forth in **Exhibit D**, attached hereto.

4.5 Payment Timing
If approved by Owner and Construction Manager, Construction Manager shall pay the net amount due to Trade Contractor within twenty-five () days after Owner pays the corresponding amount to Construction Manager under the Owner Contract. Trade Contractor expressly agrees that payment by Owner to Construction Manager for any Work performed by Trade Contractor is an express condition precedent to any payment by Construction Manager to Trade Contractor and that Construction Manager is under no obligation until and unless the Construction Manager has been paid by Owner. Payment by the Owner is also an express condition precedent to the liability of any surety on any payment bond furnished on behalf of Construction Manager as principal. The payment provisions of this Agreement are subject to the condition that the Construction Manager receive, in good funds from the Owner, progress payments in at least the amounts payable to the Trade Contractor on this Project for work performed by Trade Contractor. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work. Further, Trade Contractor agrees to provide Construction Manager with a duly executed "Interim Lien/Bond Waiver and Release" in the form annexed as **Exhibit E** as condition precedent to receipt of any progress payments.

4.6 Right to Withhold on Unverified Contractor
If Trade Contractor is a Unverified Contractor as defined in Connecticut General Statutes (C.G.S.) §12-430(7)(A)(iv), any amounts that constitute a hold back under C.G.S. §12-430(7)(D)(i), as required by said section, shall be deemed payments under this Trade Contract. Construction Manager shall withhold five percent (5%) of the total Trade Contract price from any non-resident Trade Contractor and shall remit such sum to the Connecticut Department of Revenue Services within thirty (30) days after completion of the Trade Contract. This withholding shall be in addition to any other rights to retention or withholding as may be set forth in the Trade Contract. Construction Manager may be relieved of this withholding obligation if the non-resident Trade Contractor provides a Resident Contractor or Verified Contractor Status Certification to the Construction Manager issued by the Department of Revenue Services. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements set forth in **Exhibit C**, attached hereto.

4.7 Right to Withhold and Set-off
Construction Manager may withhold the whole or any part of any payment to Trade Contractor to such extent as Construction Manager reasonably deems necessary to protect it from loss as a result of:

(1) incomplete, defective or damaged Work not remedied;
(2) Construction Manager backcharges;
(3) claims filed or reasonable evidence indicating probable filing of claims, including lien claims, involving or arising out of Trade Contractor's Work;
(4) damage to Construction Manager's, Owner's or their respective other contractors' work;
(5) failure of Trade Contractor to make payments when due to Trade Contractor-subcontractors;
(6) reasonable insecurity regarding Trade Contractor's intention or ability to continue with the proper and timely performance of the Work;
(7) failure of the Trade Contractor to perform or comply with any of its obligations under the Contract Documents;
(8) expenses arising from frivolous claims against Construction Manager; or
(9) amounts due from Trade Contractor to Construction Manager for any other debt owed by Trade Contractor to Construction Manager.

No payment shall be required to be made which will reduce the contract balance below a sum which, in the reasonable opinion of the Construction Manager, will be adequate to fully cover the cost of completion and possible corrective work.

4.8 Payment to Trade Contractor Held in Trust
Trade Contractor shall promptly pay for all labor, services, equipment, materials, supplies and other items acquired, performed, furnished or used in connection with the performance of the Work covered by payments received from Construction Manager, and shall furnish evidence satisfactory to verify compliance with this requirement when requested by Construction Manager. All funds paid to Trade Contractor in connection with the Project constitute funds held in trust by Trade Contractor. Trade Contractor agrees to apply first to the payment of the following:

(1) taxes owed by Trade Contractor based on labor, services, equipment, materials supplies and other items acquired, performed, furnished or used in connection with the performance of the Work;
(2) Trade Contractor bond and insurance premiums;
(3) Trade Contractor's labor, including without limitation benefits; and
(4) Trade Contractor-subcontractors and any applicable Trade Contractor-subcontractor benefit funds.

4.9 Tax Obligations
Trade Contractor agrees to pay all taxes, fees and contributions on or measured by the income, gross receipts or assets of Trade Contractor or any of its Trade Contractor-subcontractors and all taxes, fees and contributions on or measured by employees or other labor costs of Trade Contractor or any of its Trade Contractor-subcontractors, including without limitation all payroll or employment compensation tax, social security tax or similar taxes for Trade Contractor or any of its Trade Contractor-subcontractor's employees. Trade Contractor further agrees to pay all sales and use taxes, and all import, export and other customs duties, charges, levies and fees imposed or incurred in connection with the shipping and delivery of any equipment, materials, supplies or other items required for the Work to the Project site. In the event that Construction Manager should pay or be required to pay any of the foregoing items or any portion thereof, Construction Manager may deduct the amount from the Trade Contract balance or invoice Trade Contractor therefor. Trade Contractor shall pay any such Construction Manager invoice in full within five (5) days of receipt

4.10 Trade Contractor's Payment to Trade Contractor-subcontractors
Prior to submitting its first payment application, Trade Contractor shall provide Construction Manager with a statement identifying the name, address and telephone number of each known Trade Contractor-subcontractor. Trade Contractor shall update its statement with each monthly estimate for payment as required to identify any new Trade Contractor-subcontractors and any name, address or telephone number changes for existing Trade Contractor-subcontractors. Trade Contractor shall pay its Trade Contractor-subcontractors and material suppliers within fifteen (15) days of payment by the Construction Manager to the Trade Contractor for such labor performed or such materials furnished to the Project by such Trade Contractor-

subcontractors or materialmen. Construction Manager may, in its sole discretion make payment for any portion of Trade Contractor's Work by joint check to Trade Contractor and the applicable Trade Contractor-subcontractor or benefit fund to which Trade Contractor has an outstanding obligation. Any payments made by Construction Manager by joint check as provided herein shall be deemed to have been made directly to Trade Contractor. Nothing in this Section shall act to create a contractual relationship between the Construction Manager and the Trade Contractor's subcontractors or materialmen, or other third party, but is solely for the benefit of and protection of the Construction Manager, and such subcontractors or materialmen or other third party shall have no cause or claim against the Construction Manager under or pursuant to this Trade Contract.

4.11 Payment not Acceptance or Waiver
A progress payment made by Construction Manager is not intended nor shall be construed as evidence that Trade Contractor has satisfied its obligations in connection with all or part of the Work covered by such payment. Construction Manager shall not by virtue of having made any such payment be deemed to have accepted any Work not meeting the requirements of the Trade Contract or to have waived any claims against Trade Contractor in connection therewith. All payments are provisional and any overpayment by Construction Manager to Trade Contractor shall be deemed to be a mistake of fact and shall be promptly repaid to Construction Manager upon demand. The acceptance by Trade Contractor of each progress payment from Construction Manager shall constitute a waiver and release by Trade Contractor of all claims of any kind against the Construction Manager as full payment for all Work performed and all claims of any kind up to the date of Trade Contractor's estimate for payment against which payment was made and accepted, excluding only Trade Contractor's entitlement to retainage withheld in connection with such payment, and all claims expressly reserved by Trade Contractor prior to such payment by strict compliance with the Notice requirements in this Trade Contract.

5. FINAL PAYMENT

5.1 Final Payment Application
Trade Contractor shall submit its final payment application when it has completed all of the Work, including punch list items, in accordance with all requirements of the Trade Contract as approved by the Construction Manager and Owner and/or Architect. Trade Contractor's final payment application shall include all substantiating data and information required by the Contract Documents or as reasonably requested by Construction Manager. Trade Contractor's final payment application shall show the Work as one hundred percent (100%) complete and shall be calculated in the same manner as Trade Contractor's periodic progress payments under this Trade Contract, provided that retention shall not be deducted to arrive at the net amount due. If approved by Owner and Construction Manager, Construction Manager shall pay the net amount due to Trade Contractor within twenty-five (25) days after Owner pays the corresponding amount to Construction Manager under the Owner Contract, provided all conditions precedent to final payment under the Contract Documents, including the following, have been met:

(1) any conditions precedent in the Owner Contract to Trade Contractor's entitlement to final payment have been satisfied;
(2) Trade Contractor's surety, if any, has consented in writing to the making of final payment;
(3) Trade Contractor has provided Construction Manager with a statement that it has completed the Work and performed all other obligations as required under the Trade Contract through the date of its final estimate for payment;
(4) Trade Contractor has provided Construction Manager with a statement that it has paid all federal, state, county and municipal taxes, duties and other amounts imposed by Applicable Law upon any labor, services, equipment, materials, supplies or other items acquired, performed, furnished or used in connection with Trade Contractor's performance of the Work, including, but not limited to, sales, use, gross receipts, excise, unemployment, and personal property taxes;
(5) Trade Contractor has provided Construction Manager all as-built drawings, certifications, maintenance manuals, operating instructions, statement of estimates, reports and other final submittals; software; written guarantees and warranties; and bonds required to be provided by Trade Contractor under the Trade Contract; and
(6) Trade Contractor has provided a duly executed "Final Lien/Bond Waiver, Release and Indemnity Agreement" in the form annexed as **Exhibit E** (Construction Manager may require a final waiver and release of liens and claims from Trade Contractor-subcontractors).

5.2 Payment from Owner Express Condition Precedent to Payment
Trade Contractor expressly agrees that payment by Owner to Construction Manager for all Work performed by Trade Contractor is an express condition precedent to final payment by Construction Manager to Trade Contractor and that Construction Manager is under no obligation until and unless the Construction Manager has been paid by Owner. Payment by the Owner is also an express condition precedent to the liability of any surety on any payment bond furnished on behalf of Construction Manager as principal. The payment provisions of this Agreement are subject to the condition that the Construction Manager receive, in good funds from the Owner, payments in at least the amounts payable to the Trade Contractor as its final payment. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work.

5.3 Acceptance of Final Payment is a Waiver and Release
Trade Contractor's acceptance of final payment from Construction Manager shall constitute a final waiver and release of all liens and claims by Trade Contractor against the Construction Manager and Owner arising out of or relating to the Trade Contract.

6. LABOR AND SUPERVISION

6.1 Skilled Labor Force
Trade Contractor shall engage a sufficient number of skilled workers to perform the Work promptly, diligently, and in accordance with the requirements of the Trade Contract. If requested by Construction Manager, Trade Contractor shall provide Construction Manager with copies of its policies regarding the furnishing of labor including copies of all wage agreements, working rules, and regulations, if applicable, affecting the Work. Trade Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRAC), specifically including all of its I-9 employer verification provisions. Trade Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Trade Contractor warrants that it has an I-9 verification policy which it implements throughout the company. Further, Trade Contractor agrees to indemnify and defend Construction Manager and Owner for any legal fees, public relations costs, work stoppages, and any damages resulting from Trade Contractor's employment of any unauthorized workers.

6.2 Technical Training and Commissioning
To the extent required by the Owner Contract, Trade Contractor shall provide all technical personnel required to startup, test, commission and operate any equipment and to test and use any material, supplies or other items used or supplied by Trade Contract in connection with the Work and to instruct Construction Manager's and Owner's personnel in the operation and maintenance of any such equipment, materials, supplies or other items. Trade Contractor shall also maintain records relative to qualifications of its employees including, without limitation, licenses and certifications concerning the Work.

6.3 Supervisory Personnel
Trade Contractor shall engage a sufficient number of competent supervisory personnel as are necessary to perform the Work in accordance with the requirements of the Trade Contract. Trade Contractor shall further have a competent superintendent continuously on the Project site during work hours and readily available on call. The superintendent shall be fully acquainted with the Work and shall have the authority to administer the Trade Contract on Trade Contractor's behalf and shall not be changed except with the consent of Construction Manager, which consent shall not be unreasonably withheld.

6.4 Labor Harmony
Trade Contractor shall comply with any superintendence or project management obligations imposed upon Construction Manager under the Owner Contract to the extent necessary to ensure Construction Manager's compliance with such obligations to Owner. Trade Contractor shall be responsible for all labor relations matters relating to its performance of the Work and shall at all times maintain harmony among the personnel employed by it and its Trade Contractor-subcontractors in connection with the Project with those of Construction Manager, Construction Manager Construction Manager Owner and their other contractors. Trade Contractor shall at all times use all reasonable efforts and judgment as a skilled and experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes and strikes. Trade Contractor shall notify Construction Manager as promptly as possible of any actual or potential labor dispute that may affect the Work. If a labor condition threatens the timely completion of any portion of the Work and Trade Contractor fails to give satisfactory assurance of its ability to complete the Work in a timely manner, or Trade Contractor fails to employ labor that is compatible and in harmony with other labor employed on the Project, or Trade Contractor fails to continue to perform the Work without interruption or delay during a strike, picket, walkout, or other work stoppage or slowdown caused by a labor dispute, Construction Manager may, at its option, terminate Trade Contractor's right to proceed with Work for default or employ workmen to perform the affected Work and backcharge Trade Contractor the cost thereof.

6.5 Removal of Employee
If Construction Manager notifies Trade Contractor in writing that any employee or agent of Trade Contractor or one of its Trade Contractor-subcontractors is incompetent, disorderly, or otherwise unsatisfactory, such person shall immediately be removed, at Trade Contractor's cost, from the Work and shall not thereafter be employed in the performance of the Work.

7. TRADE CONTRACTOR'S EMPLOYEES/LABOR RELATIONS

7.1 Employee Records
The Trade Contractor will keep individual earning records for each of its employees for each day during which any employee is engaged in performing work covered by this Contract and will report, pay and otherwise discharge the duties and responsibilities imposed by law and regulation for, including but not limited to, unemployment, withholding, union

contributions, Social Security and Medicare responsibilities. Without creating any duty to do so, it is agreed the Construction Manager may withhold during any calendar quarter so much of the contract price as the Construction Manager may deem reasonably necessary to pay said obligations and to keep the required records. The Construction Manager is further authorized by the Trade Contractor to make payment to such governmental entities, unions and other applicable third parties upon a reasonable showing that such monies are due and owing to them.

7.2 Collective Bargaining Agreements

The Trade Contractor shall adhere to and comply with any and all agreements with the Union having jurisdiction over its employees, if applicable, insofar as such agreements pertain to the deductions or contributions for welfare and other fringe benefits. Trade Contractor shall do whatever is necessary in the progress of its work to assure harmonious labor relations at the project and to prevent strikes or other labor disputes. Trade Contractor shall employ only such labor as, to Construction Manager's satisfaction, will work in harmony on the job and shall not use materials or employ means which may cause strikes or other labor disputes.

7.3 Indemnity for Labor Violations

Trade Contractor shall indemnify and defend Construction Manager against any liability, claim, loss, damage or expense resulting in any way directly or indirectly, from its failure to comply with the requirements of this article, including fees and costs incurred in enforcing this indemnity. Trade Contractor-Subcontractors shall comply with this section to the same extent and an express provision imposing such provisions on lower tier Subcontractors shall be included in their subcontracts.

8. EQUAL EMPLOYMENT OPPORTUNITY

8.1 Non-Discrimination

In connection with the performance of Work, Trade Contractor expressly warrants that it shall not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Trade 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 in which the Project is located; and the Trade Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Trade Contractor that such disability prevents performance of the work involved.

8.2 CHRO Compliance

Trade Contractor agrees to comply with each provision of sections 4a-60, 4a-60a, 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 of the Connecticut General Statutes. To the extent the Owner Contract requires a Set-Aside Plan, Construction Manager shall withhold an additional 2% retainage until Trade Contractor's Set-Aside Plan is approved by CHRO.

8.2.1 Advertisements for Employment

Trade Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Trade 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.

8.2.2 Collective Bargaining

Trade Contractor agrees to provide each labor union or representative of workers with which Trade Contractor has a collective bargaining agreement or other contract or understanding and each Trade Contractor-subcontractor with which Trade 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.

8.2.3 Duty to Provide Information

Trade 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 Trade Contractor as relate to the provisions of sections 4a-56, 46a-60 and 4a-60a of the Connecticut General Statutes.

8.2.4 Set-Aside Employment

Trade Contractor agrees and warrants that it will make good faith efforts to employ disadvantaged business, minority business, small business, and woman-owned business enterprises as Trade Contractor-subcontractors. Further and an

addition to this general requirement, Trade Contractor agrees to comply with all Set-Aside requirements in the Owner Contract.

8.2.5 Duty to Cooperate in Investigation
Trade Contractor shall permit access to its books, records, and accounts by representatives of Construction Manager or Owner for purposes of investigation to ascertain compliance with the provisions of this Section.

8.2.6 Posting of Requirements
Trade Contractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Trade Contractor, and approved by the government when required, setting forth the provision of this Section.

8.3 Failure to Comply
In the event of Trade Contractor's non-compliance with the equal opportunity provisions of this Trade Contract, the Trade Contractor's right to proceed may be terminated for default.

8.4 Trade Contractor-Subcontractor Compliance
Trade Contractor shall include the provisions of this Section in every Sub-subcontract and purchase order. The requirements of this Section shall be in addition to any equal opportunity provisions of the Trade Contract Documents.

9. ASSIGNMENT

9.1 Restrictions on Assignment

Trade Contractor acknowledges and agrees that none of its rights or obligations under the Trade Contract may be assigned or delegated without the prior written consent of the Construction Manager. Any assignment or delegation by Trade Contractor of a right or obligation hereunder without Construction Manager's prior written consent shall be null and void and of no force or effect. Construction Manager shall have the right on written notice to Trade Contractor to assign this Trade Contract in whole or in part to Construction Manager's designee, including without limitation, the Owner or its designee (including Owner's lender) if Owner terminates Construction Manager's performance under the Owner Contract for any reason or other circumstances exist under the Owner Contract requiring such assignment. Trade Contractor will cooperate with Construction Manager as required to effect any such assignment.

10. SUBMITTALS AND SUBSTITUTIONS

10.1 Reporting of Submittals
Within ten (10) days after the date of this Trade Contract, Trade Contractor shall submit to Construction Manager a complete list of all submittals required to be furnished by Trade Contractor under the Trade Contract and their respective anticipated submittal dates. Thereafter, Trade Contractor shall furnish Construction Manager on a monthly basis (or more frequently if requested by Construction Manager), a progress report on the status of the submittals, including any delay or anticipated delay in their issuance, revision or completion as the case may be.

10.2 Requirements for Submittals
Trade Contractor shall furnish all required shop drawings, cut sheets, samples, material lists, as-builts, data or other submittals for approval with the required number of copies prior to fabricating or ordering any equipment, material, supply or other item requiring an approved submittal. Submittal data shall be complete, submitted promptly and in such sequence as to ensure scheduled delivery of the applicable equipment, material, supply or other item and to cause no delay in the Work or in the activities of Construction Manager or its other contractors. All submittals, data, reports and other documents shall be in the English language.

10.3 Revisions to Submittals
Trade Contractor shall specifically advise Construction Manager in writing when transmitting a revised shop drawing or other submittal of any revisions that are in addition to, or differ from, those requested by the Construction Manager or the Architect on prior versions of the submittal. If Trade Contractor does not provide written notice of such additional or different revisions to Construction Manager, Construction Manager's and/or Architect's approval of the submittal shall not include such additional or different revisions. Notwithstanding the foregoing, Trade Contractor acknowledges that the Project Schedule does not allow for the resubmission of shop drawings and other submittals and that Trade Contractor is required to ensure its initial submittals meet the requirements of the Contract Documents. Trade Contractor shall be liable for any added costs or damage resulting from its failure to furnish submittals when and as required by the Trade Contract, including any re-performance and related costs of correction and any additional costs incurred by the Construction Manager, Owner or their other contractors.

10.4 Requirements for Substitutions
Trade Contractor shall not substitute any equipment, materials, supplies, specified by the Contract Documents, or any procedures or methods specified by the Contract Documents for performing the Work unless it first submits a written proposal to Construction Manager for substitution that complies with all applicable Trade Contract requirements and Construction Manager thereafter approves the substitution in writing. Trade Contractor acknowledges that unless expressly permitted by the Contract Documents, Trade Contractor shall not be entitled to substitute any such equipment, materials, supplies. or methods.

10.5 Review of Submittals
Review or approval of any Trade Contractor submittal by Construction Manager, Owner or Architect, or any of their consultants, shall not relieve Trade Contractor of any of its obligations under the Trade Contract. When professional certification of performance or design criteria of equipment, materials, systems or other items is required to be furnished by Trade Contractor under the Trade Contract, Construction Manager shall be entitled to rely upon such certification and shall not be expected or required to make any independent examination with respect thereto.

10.6 Coordination Drawings
If applicable to Trade Contractor's Work, Trade Contractor shall prepare coordination drawings showing exact alignment, physical location and other required details for those portions of its Work that must be coordinated with the work of Construction Manager, Owner or their other subcontractors and contractors, and shall participate in any related coordination efforts by Construction Manager. To the extent required by the Contract Documents or otherwise directed by Construction Manager, Trade Contractor shall cooperate and participate in the creation of a Building Information Model ("BIM") and any updates to such BIM.

10.7 As-Built Drawings
Trade Contractor shall maintain construction drawings and other data and documents at the Project site and update them each workday as required to accurately reflect the progress of the Work. Trade Contractor shall make such drawings, data and documents available for the Construction Manager's review at the Project site upon request, and at least on a monthly basis in connection with the Trade Contractor's estimates for payment. Trade Contractor shall furnish final as-built drawings to Construction Manager as part of its completion of the Work. Trade Contractor's compliance with this Section is a condition precedent to the Construction Manager's obligation to make interim progress payments and final payment to Trade Contractor.

10.8 Right to Use Documents
To the extent not inconsistent with the Owner Contract, all submittals and other documents furnished by Trade Contractor under the Trade Contract, including any designs, drawings, specifications, calculations, sketches, models, reports, computer programs, computer discs, diskettes or tapes, charts, photographs and other documents, are instruments of Trade Contractor's service and all intellectual property rights in such documents shall belong to Trade Contractor; provided, however, Trade Contractor hereby grants to Construction Manager and Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all such documents for any purpose in connection with the Project. Trade Contractor warrants and represents that any submittal or other document furnished by Trade Contractor or any of its Trade Contractor-subcontractors do not infringe any patent, copyright, trademark or other intellectual property rights of any person or entity.

11. PROTECTION OF PROPERTY

11.1 Duty to Protect the Work
Trade Contractor shall protect the Work at all times prior to its acceptance by Owner, and comply with all requirements of the Contract Documents concerning protection of the Work Trade Contractor shall bear the risk of loss or any damage to the Work or a portion thereof prior to Owner's acceptance (regardless of the holder of title thereto), and Trade Contractor shall promptly replace, repair, restore or rebuild any such damaged Work so that it conforms to the requirements of the Trade Contract. If the damage is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace, repair, restore or rebuild damaged Work to the extent of insurance proceeds Construction Manager actually receives for that work, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for damage to the Work. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for damage to the Work in the event the insurer fails or refuses to recognize the existence or applicability of coverage for such damage. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

11.2 Duty to Protect Property of Owner
Trade Contractor shall at all times protect the Project, Project site and the work and property of Owner, Construction Manager and their other subcontractors and contractors on the Project site from any damage arising out of its operations. Trade Contractor shall be responsible for any such damage and Construction Manager shall be entitled to backcharge Trade

Contractor the amount of any deductible payable under any first party property insurance maintained by Construction Manager or Owner for the Project in connection with such damage. Trade Contractor shall at its expense promptly replace, repair, restore or rebuild any damage to the Project, Project site and the work and property of Owner, Construction Manager and their other contractors on the Project site arising out of its operations if so directed by Construction Manager. If the damage is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace, repair, restore or rebuild to the extent of insurance proceeds Construction Manager actually receives for that work, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for damage to the Work. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for damage to the Project, Project site and the work and property of Owner, Construction Manager and the other contractors on the Project site in the event the insurer fails or refuses to recognize the existence or applicability of coverage for such damage. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

11.3 Duty to Protect Property of Third-Parties
In addition to the foregoing, Trade Contractor shall at all times take all necessary precautions to protect all third party property from any damage arising out of its operations, including the property of adjacent landowners, utilities, roads, bridges, waterways and railroads. If any such third party property is damaged as a result of Trade Contractor's operations, Trade Contractor shall promptly replace, repair, restore or rebuild it at its expense.

11.4 Duty to Replace Damaged Items
Unless otherwise expressly agreed, all equipment, material, supplies and other items furnished by Trade Contractor and incorporated into the Work shall be new, unused, of first-rate quality, suitable for use in the Work and in strict conformity with the requirements of the Trade Contract. Trade Contractor shall at all times cover and protect from damage and theft all equipment, materials, supplies and other items that are to be used in the performance of, or incorporated into, the Work at the Project. Trade Contractor is solely responsible for and shall bear the risk of loss for all equipment, materials, supplies and other items stored by it at the Project site (regardless of the holder of title thereto), and Trade Contractor shall replace any shortages thereof at its expense. If any damage or theft is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace damaged or stolen equipment, materials, supplies or other items to the extent of insurance proceeds Construction Manager actually receives for that replacement, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for any damage or theft. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for any damaged or stolen equipment, materials, supplies or other items in the event the insurer fails or refuses to recognize the existence or applicability of coverage for the damage or loss in question. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

12. MATERIALS AND EQUIPMENT TO BE INCORPORATED INTO PROJECT

12.1 Material and Equipment On-Site
Title to any materials and/or equipment to be incorporated into the Project stored by the Trade Contractor on site shall automatically vest in the Construction Manager notwithstanding the fact that all or a portion of said materials or equipment have not been paid for by the Construction Manager. This provision does not remove from the Construction Manager the obligation to pay for said materials pursuant to this Trade Contract, but does provide that title vests in the Construction Manager and that neither the Trade Contractor nor third parties may remove said materials without the express written permission of the Construction Manager. This provision does not alter the responsibility for safekeeping of said materials and/or equipment, nor constitute an "acceptance" of said materials or equipment by the Construction Manager as being in conformance with the Trade Contract. Protecting all work, material and equipment stored on or off site is the responsibility of the Trade Contractor.

12.2 Material and Equipment Stored Off-Site
Any materials or equipment to be incorporated in the Project, stored off site by the Trade Contractor whether or not paid for in whole or in part by the Construction Manager, shall be segregated and clearly identified as not being part of the inventory or assets of the Trade Contractor. An appropriate UCC filing will be executed upon request of the Construction Manager wherein the Construction Manager's title and security interest is recognized. Permission is given by the Trade Contractor to the Construction Manager to relocate any and all materials or equipment being incorporated into the Project, whether stored

on or off site and/or whether paid for or not by the Construction Manager. The obligation to pay for said materials and/or equipment shall remain as set forth in the Trade Contract.

12.3 Title Vested Onto Construction Manager
Title to the Work, or portions thereof, shall pass to Construction Manager upon the occurrence of the earliest of the following events, as applicable: a) when such Work or portion is delivered to the Construction Manager or the Project Site pursuant to the Trade Contract; b) when Trade Contractor has been paid any sum to which it may become entitled in respect to such Work or portion; c) when such Work or portion is identifiable to the Trade Contract; or d) when the Certificate of Final Completion for all Work is issued by Construction Manager on behalf of the Owner and/or Architect. All equipment, materials, supplies and other items to which Construction Manager has title shall not be removed from the Project site without Construction Manager's prior written consent

13. CLEAN UP

13.1 Duty to Keep Site Clean
Proper housekeeping is an essential component of creating and maintaining an injury free environment. Trade Contractor shall observe proper housekeeping controls for construction debris, waste materials and rubbish arising from its operations and shall cleanup and remove, on a daily basis (or shorter interval if required for safety or if directed by Construction Manager), all such items from the Project site, unless, by specific written agreement with the Construction Manager, the Trade Contractor is given permission to use the Construction Manager's waste disposal dumpster or the like. Notwithstanding such written agreement, the Trade Contractor warrants and represents that no hazardous substances shall be placed in the Construction Manager's waste stream and, in the event a hazardous substance or substances are placed in the Construction Manager's waste stream by the Trade Contractor, the Trade Contractor shall indemnify, defend and save harmless the Construction Manager from any and all suits (including cost of defense) damages, injuries and losses without limitation, arising out of or connected with said Trade Contractor's depositing, knowingly or unknowingly, hazardous substances in Construction Manager's waste stream. If Construction Manager permits Trade Contractor temporarily to store debris, waste materials or rubbish at a designated location on or near the Project site, Trade Contractor shall ensure that the items are at all times stored safely and shall remove them from the designated location immediately following Construction Manager's direction that it do so. Fire exits, corridors, ladder ways, doorways and exit paths in general shall be clear and open to pedestrian and handicapped access traffic at all times, specifically including nights and weekends. As part of the completion of its Work and as a condition precedent to final payment, Trade Contractor shall perform a final cleaning to remove all stains, splatter and dirt from its Work and to remove any remaining construction debris, waste materials and rubbish arising from its operations from the Project site. If Trade Contractor fails to observe proper housekeeping within twenty-four (24) hours of Construction Manager's written notice (or shorter time if necessary) to properly correct a deficiency which compromises the maintenance of an injury free environment, Construction Manager may properly clean up and remove any such construction debris, waste materials or rubbish by the most expeditious means available and charge Trade Contractor for the costs incurred. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements set forth in the contract documents, including, without limitation, specification 01 74 13 Project Cleanliness, attached hereto.

13.2 Construction Manager's Right to Clean Up
Construction Manager reserves the right, upon twenty-four (24) hours written notice to all responsible subcontractors, to clean-up one or more areas of the Project site and remove unidentifiable construction debris, waste materials and rubbish from the area. Construction Manager shall backcharge the costs incurred for this work on a pro-rata basis to each subcontractor working in the affected area.

14. SAFETY COMPLIANCE

14.1 Duty to Cooperate
Trade Contractor acknowledges that the safety of persons and property on and off the Project site in connection with performance of the Work is of prime importance to Construction Manager and Owner, and Trade Contractor shall cooperate with Construction Manager and Owner in efforts to prevent injuries to persons and property and to comply with all applicable safety rules and regulations to create and maintain an injury free environment.

14.2 Trade Contractor Responsible for Safety of Work
Trade Contractor agrees that the prevention of accidents to workers engaged in the Work under the Trade Contract is solely its responsibility. Trade Contractor specifically agrees to take appropriate precautions to assure the safety of all persons, including, but not limited to, its own employees, materialmen and Trade Contractor-subcontractors, whose safety might otherwise be jeopardized by any and all peculiar, unreasonable risks of physical harm or by any other risk of harm relating to or arising out of the work. Trade Contractor shall comply with all applicable safety laws and regulations and with any and all safety standards established during the progress of the work by the Construction Manager. Trade Contractor shall establish

and implement a safety program for its work. Trade Contractor shall submit its safety program for review by Construction Manager. Any review of this Trade Contractor's safety program by Construction Manager shall not be deemed to release Trade Contractor or in any way diminish its Trade Contractor's liability by way of indemnity or otherwise, as assumed by it under this subcontract.

14.3 Trade Contractor's Safety Program
Trade Contractor shall be responsible for safety precautions and training programs and shall take all actions necessary to provide for the safety of persons and property on or off the project site in connection with the performance of the Work. The Construction Manager makes no representation with respect to the physical conditions or safety of the Project Site. The Trade Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the sole responsibility of the Trade Contractor. Trade Contractor shall comply with all Trade Contract requirements relating to safety, including as set forth in **Exhibit B** and the Owner Contract, and all requirements under Applicable Law relating to safety, including the Williams-Steiger Occupational Safety and Health Act of 1970, and any amendments thereto. Trade Contractor shall immediately submit copies of all accidents or injury reports to Construction Manager, and monthly tabulations of injuries and man hours expended in a format acceptable to Construction Manager

14.4. Compliance with Environmental Requirements
Trade Contractor shall comply with all environmental requirements set forth in the Trade Contract and Applicable Law relating to the protection or preservation of the environment from hazardous material or waste, toxic substance, pollution or contamination or the discharge or release of, or exposure to, materials (including energy, odors, noise, soil, dust, etc.) into the environment. Trade Contractor shall not under any circumstance apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to air, water or noise pollution or similar environmental laws or regulations relating to the Trade Contract or the performance thereof; without Construction Manager's prior written approval.

14.5 Duty to Correct Safety Violations
When so ordered, Trade Contractor shall stop any part of the work which Construction Manager deems unsafe until corrective measures satisfactory to Construction Manager have been taken. Should Trade Contractor neglect to adopt such corrective measures, Construction Manager may do so and deduct the cost from payments due to Trade Contractor. Construction Manager's failure to take corrective measures on behalf of the Trade Contractor shall in no way be deemed to release Trade Contractor, or in any way diminish Trade Contractor's liability by way of indemnity or otherwise as assumed by Trade Contractor under this Contract. Trade Contractor shall indemnify, defend and hold harmless Construction Manager, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) resulting from failure of Trade Contractor to comply with the aforesaid obligations, laws, regulations and codes.

15. BONDS AND PERFORMANCE INSURANCE

15.1 Payment and Performance Bonds
If bonds are required by the Trade Contract, Trade Contractor shall furnish separate performance and payment bonds to secure its obligations under the Trade Contract, each with a penal amount equal to one hundred percent (100%) of the Trade Contract Price. The bonds shall be written on the forms attached as **Exhibit G.** Trade Contractor shall pay the premium for the bonds and the cost thereof is included in the Trade Contract Price. Unless more stringent requirements are imposed by the Owner Contract, all bonds issued by Trade Contractor shall be issued by a surety acceptable to Construction Manager that is listed in the most current Federal Register listing of approved surety companies (Federal Register, Vol. 55, Department of Treasury Circular 570) with an AM. Best Rating of "A-" or better, and is authorized to issue the bonds in the state where the Project is located.

15.2 Performance Insurance
In lieu of requiring Trade Contractor to provide payment and performance bonds, Construction Manager, at its sole option, may secure Trade Contractor's obligations under the Trade Contract by obtaining subcontract performance insurance, to insure Construction Manager against a Trade Contractor default. Such insurance shall be for the exclusive benefit of Construction Manager and the existence of such insurance coverage shall not in any way limit or restrict any of Construction Manager's rights or remedies in the event of a Trade Contractor default, nor shall it in any manner inure to the benefit of, or provide any rights or remedies to, Trade Contractor or any of its Trade Contractor-subcontractors or any of their respective employees or agents. If Construction Manager elects to secure Trade Contractor's obligations under the Trade Contract through such insurance, Trade Contractor shall comply with Construction Manager's qualification procedures for such insurance, including providing documentation and information required by the subcontract performance insurer involving financial, technical, management and other matters relating to Trade Contractor and its operations. If Trade Contractor fails to qualify for such subcontract performance insurance coverage, Construction Manager may elect to require Trade Contractor to furnish performance and payment bonds to secure Trade Contractor's obligations under the Trade Contract, and Trade

Contractor shall provide those bonds in the manner and time specified by Construction Manager and otherwise in accordance with this Section.

15.3 Obligation to Issue Bonds or Enroll in Performance Insurance Before Commencing Work
If bonds or subcontract performance insurance coverage are required for Trade Contractor, Trade Contractor shall not commence performance of the Work before it has furnished the required performance and payment bonds or qualified for and been enrolled in the subcontract performance insurance program, as applicable. If Trade Contractor commences performance of the Work in violation of this Section, Trade Contractor shall be deemed to have done so at its own risk and shall not be entitled to payment until the bonds are furnished to Construction Manager or Trade Contractor is qualified for and enrolled in the subcontract performance insurance program, it being understood and agreed that Trade Contractor's compliance with the applicable bond or subcontract performance insurance requirements is a condition precedent to Construction Manager's obligation to pay Trade Contractor for Work performed.

16. INSURANCE

Trade Contractor shall strictly comply with all of Construction Manager's standard insurance requirements set forth in **Exhibit F** to the Trade Contract.

17. GUARANTEE

17.1 Warranty and Guarantees
Trade Contractor warrants and guarantees that all Work (i) shall be free of defects in design, workmanship and material, (ii) shall be performed in accordance with the generally accepted industry codes and standards applicable to the Work, (iii) shall be performed in a good and workmanlike manner; and (iv) shall strictly conform to the requirements of the Trade Contract (including any warranties required of the Construction Manager under the Owner Contract to the extent applicable to the Work). Upon receipt of written notice of a defect or deficiency in the Work, Trade Contractor shall at Construction Manager's sole option and at no cost to Construction Manager, promptly repair, replace, or re-perform such defective or deficient Work so that it conforms to the requirements of the Trade Contract. Trade Contractor's obligation to repair, replace, or re-perform defective or deficient Work under this Section shall extend: (i) for the warranty or guarantee period(s) specifically established in the Trade Contract; or, (ii) if no such warranty or guarantee period(s) has been established, for the warranty period established for Construction Manager's work under the Owner Contract.

17.2 Right to Take Credit to Trade Contract Price
If Construction Manager deems it inexpedient for Trade Contractor to repair, replace, or re-perform defective or deficient Work, Construction Manager may make a deduction from the Trade Contract Price in lieu of such repair, replacement and re-performance, as determined by Construction Manager. Trade Contractor shall provide information and execute documents as requested or required by Construction Manager to assign any Trade Contractor warranty or guarantee to Owner or another party.

17.3 Duty to Require Trade Contractor-subcontractors to Provide Similar Guarantees
Trade Contractor shall require guarantees from its Trade Contractor-subcontractors similar to those provided by Trade Contractor under this Section. Trade Contractor's Sub-subcontractor's warranties and guarantees shall be expressly stated to be for the benefit of and be enforceable by Construction Manager and Owner and assignable to Construction Manager and Owner upon demand by Construction Manager.

17.4 Right to Backcharge Trade Contractor
If Construction Manager notifies Trade Contractor at any time during the performance of the Work to correct defective or deficient Work, and Trade Contractor states, or by its actions, indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Construction Manager may upon notice to Trade Contractor accomplish the required corrective action by the most expeditious means available and back charge Trade Contractor for the costs incurred.

17.5 Non-Waiver of Obligations
Nothing contained herein, and no warranty or guarantee period(s) specifically established in the Trade Contract shall be construed to establish a period of limitation on any of Trade Contractor's obligations or liability under the Trade Contract, other than Trade Contractor's obligation to repair, replace, or re-perform defective or deficient Work during the period in question as provided in this Section.

18. LIENS

18.1 Lien Free Title to Work
To the fullest extent permitted by law, Trade Contractor warrants and guarantees free and clear title to the Work and all equipment, materials, supplies and others items supplied by Trade Contractor for incorporation into the Work shall pass to Construction Manager and Owner, and that the Work, the Project site and the Project and any and all interests and estates therein and any and all improvements and materials placed on the Project site by Trade Contractor or its Trade Contractor-

subcontractors shall be free and clear of, all liens, claims, security interests and other encumbrances made by, through or under Trade Contractor or any of its Trade Contractor-subcontractors.

18.2 Duty to Defend and Discharge Encumbrance
In the event of any nonconformity with the requirements of this Section, Trade Contractor shall promptly: (i) defend Construction Manager's and Owner's title to the Work, the Project site and Project and such interests, estates, improvements and materials, as the case may be; and (ii) remove and discharge any such lien, claim, security interest or other encumbrance by paying the claimant, by posting a bond or other instrument as required by Applicable Law, or by providing Construction Manager collateral that is satisfactory in form and substance to Construction Manager and Owner to fully indemnify, defend and hold harmless Construction Manager and Owner from and against any damages resulting from such encumbrance.

18.3 Construction Manager's Right to Withhold Payment
Construction Manager may withhold from any amount due or to become due to Trade Contractor an amount sufficient to remove and discharge such encumbrance until Trade Contractor has removed and discharged such encumbrance as required by this Section. If Trade Contractor has not removed and discharged a lien, claim, security interest or other encumbrance covered by this Section within ten (10) days after it has been made or filed, Construction Manager may cause the encumbrance to be removed and discharged with the moneys withheld. In such instances, all costs incurred by the Construction Manager in substituting a bond for the lien, including reasonable attorneys' fees, and any costs or expenses of the Owner will be borne by the Trade Contractor. Nothing contained herein shall prevent the Trade Contractor, after furnishing a bond, from resorting to court process in an effort to have the bond reduced in amount and/or the lien dissolved.

18.4 Duty to Identify Potential Lienors
Trade Contractor shall, as often as requested by Construction Manager, furnish a statement identifying each party that has furnished or is furnishing any services, labor, equipment, materials supplies or other items to Trade Contractor in connection with the Project, along with other pertinent information including such party's principal contact, address, phone number, the value of and the party's contract, the amount paid to date and the amount due or to become due thereunder. Construction Manager may also request Trade Contractor from time to time to obtain similar information from one or more of its Trade Contractor-subcontractors and Trade Contractor shall do so and provide it to Construction Manager within five (5) days of Construction Manager's written request. Construction Manager may alternatively request such information directly from one or more Trade Contractor-subcontractor and Trade Contractor expressly consents to Construction Manager contacting its Trade Contractor-subcontractors for this purpose. Trade Contractor shall furnish Construction Manager within five (5) days of Construction Manager's written request evidence that Trade Contractor has paid all amounts incurred by the Trade Contractor for services, labor, equipment, materials supplies and other items used or furnished by Trade Contractor in connection with the Project, or other liability incurred by Trade Contractor for the purpose of performing the Work.

19. INDEMNITY

19.1 Duty to Indemnify
In addition to any other defense, indemnity or hold harmless obligation imposed on Trade Contractor by the Trade Contract or Applicable Law, Trade Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Owner, Construction Manager, and their respective directors, officers, employees, parents and subsidiaries of any tier, representatives, agents, successors and assigns, and any and all representatives, agents, directors, officers, employees of any of the foregoing ("Indemnified Parties") from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees involving the following:

(1) Injury or death to any person, or damage to or destruction of any property (including loss of use thereof), or any other damage or loss by whomsoever suffered resulting from or arising out of or in connection with the Work;
(2) Any failure of the Trade Contractor or the Work to comply with the requirements of the Trade Contract;
(3) Any claim , demand or lawsuit filed or made by anyone providing labor, materials or services to the Trade Contractor;
(4) Any actual or alleged violation of Applicable Law by Trade Contractor or its Trade Contractor-subcontractors concerning the Work;
(5) Any unwarranted lien, claim, security interest or other encumbrance made or filed against: (i) the Work, Project site and the Project; any and all interests and estates therein and any and all improvements and materials placed on the Project site by Trade Contractor or its Trade Contractor-subcontractors; or, (ii) any payment, performance, lien prevention, or lien discharge bond posted by any of the Indemnified Parties;
(6) Any hazardous material or waste, toxic substance, pollution or contamination brought to or generated on the Project site by Trade Contractor or its Trade Contractor-subcontractor, or used, handled, transported, stored, removed, remediated, disturbed or disposed of by Trade Contractor or its Trade Contractor-subcontractor; and
(7) Any actual or alleged infringements of any patent, trademark, copyright or other intellectual property or proprietary right by Trade Contractor, its Trade Contractor-subcontractor or the Work furnished by Trade Contractor ("IP Infringement");

The foregoing obligations of Trade Contractor shall not be affected or limited in any way by any insurance required of or provided to Trade Contractor under the Trade Contract. If a temporary restraining order or preliminary injunction is granted in any proceeding involving a claim, demand or cause of action for an IP Infringement, Trade Contractor shall make every reasonable effort at its expense to secure the suspension of the restraining order or injunction by giving a satisfactory bond or otherwise. If any portion of the Work is held in such proceeding to constitute an infringement and the use thereof is permanently enjoined, Trade Contractor shall at its expense promptly secure a license authorizing Construction Manager's and Owner's continued use of such Work or, if Trade Contractor is unable to secure such license, replace the affected Work or modify it so that it is non-infringing. Trade Contractor shall not be required to defend, indemnify and hold harmless any Indemnified Party for damages resulting, or to result from that Indemnified Party's sole negligence or intentional misconduct.

19.2 Limitation of Liability
In no event shall any of the Indemnified Parties be liable to Trade Contractor or any of its Trade Contractor-subcontractors, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, multiple or punitive damages or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated or otherwise, and Trade Contractor hereby releases each of the Indemnified Parties from any such liability. Trade Contractor shall obtain similar releases from each of its Trade Contractor-subcontractors

20. DELAYS TO THE WORK

20.1 Liability for Trade Contractor Delays
Trade Contractor shall be liable to Construction Manager for any and all loss or damage Construction Manager sustains as a result of Trade Contractor's delay in the safe performance of the Work or delay to the Project attributable to Trade Contractor including, without limitation, any amounts due from Construction Manager to Owner under the Owner Contract such as liquidated damages. Trade Contractor acknowledges that any liquidated damages payable by it are reasonable and appropriate in light of the probable increased costs and other anticipated damage to Construction Manager in the event of the performance failure by Trade Contractor in connection with which such damages become payable. Trade Contractor agrees to and does hereby waive any defense as to the validity or enforceability of any liquidated damages payable by it under the Trade Contract on the grounds that such damages are void as penalties or are not reasonably related to actual damages, whether the damages were specifically established by Construction Manager and Trade Contractor under the Trade Contract or were established by Construction Manager and Owner under the Owner Contract. Trade Contractor further agrees that Construction Manager shall be entitled to recover from Trade Contractor any damages Construction Manager incurs as a result of Trade Contractor's failure to discharge a Trade Contract obligation that exceeds any liquidated damages paid by Trade Contractor in connection with that failure.

20.2 Trade Contractor's Remedy for Delays
In no event shall the Trade Contractor be entitled to any compensation or recovery of any damage in connection with any delay and/or disruption, including without limitation, consequential damages, lost opportunity cost, impact damages, acceleration damages, wage and material escalation damages, loss of efficiency, loss of productivity, out of sequence work and other delay or disruption damages. The full and complete compensation to, and sole and exclusive remedy of, Trade Contractor in the event of any delay, interference or other adverse impact to the Work shall be an extension of time for performance of the Work. Trade Contractor acknowledges that in agreeing to the Trade Contract Price it has assessed the potential impact of the limitations in this Section on its ability to recover additional compensation in connection with a Work delay or interference and agrees that these limitations will apply regardless of the accuracy of Trade Contractor's assessment or actual costs incurred by Trade Contractor. The delays, interferences or other adverse impacts to the Work contemplated in this section shall include, without limitation, any delay or disruption involving:

(1) the commencement of all or part of the work,
(2) hindrance or obstruction in the performance of the work,
(3) failure of one or more Trade Contractor or Trade Contractor-subcontractors to perform,
(4) "come-backs" or "go-backs" as a result of incomplete or defective work of other subcontractors or their sub-subcontractors,
(5) the Owner, the Owner's representative, the Construction Manager or other subcontractors, whether or not such delays and/or disruptions are foreseeable, contemplated, or uncontemplated, unless said delay is caused by acts of the Owner constituting active interference with the Trade Contractor's performance of the Work, and only to the extent such acts continue after the Trade Contractor furnishes the Owner with written notice of such interference,
(6) change orders;
(7) bankruptcy or insolvency of one or more Trade Contractors or Trade Contractor-subcontractors;
(8) changes necessitated by changes in laws or regulations;
(9) unavailability or shortage of building materials;
(10) job site theft;
(11) weather conditions; and
(12) vandalism or natural disaster requiring reconstruction.

20.3 Notice of Delays
Trade Contractor, within two (2) days of the time set forth in the Owner Contract for the Construction Manager to provide notice to the Owner, but in no event more than five (5) days after the observance of any delay, impact or disruption or acceleration caused by Owner, Construction Manager, other subcontractors, or Construction Manager's suppliers, shall notify Construction Manager, in writing, stating full details of the cause of the alleged delay, impact, disruption(s) or acceleration for which Owner is responsible, in sufficient time, so its claims may be timely processed against Owner. Trade Contractor's failure to assert a claim in the manner, and within the time provided for in this Section, constitutes a complete waiver of the claim.

20.4 Non-Waiver of Rights
Permitting the Trade Contractor to continue to perform its Work after the agreed time for performance has expired shall not be construed as or constitute a waiver by Construction Manager of any claims for loss or damage it may have against Trade Contractor as a result of such delay.

21. CHANGES AND IMPACTS

21.1 Changes to the Work
Construction Manager may, by written order (and without notice to Trade Contractor's sureties), make changes to the work to be performed by Trade Contractor within the scope of the Owner Contract or as required by the Owner. The changes made may increase, decrease or alter Trade Contractor's work. The Trade Contractor shall make no claim for extra or additional work unless the same shall be done in pursuance of a written change order executed by an executive officer of the Construction Manager. Unless directed by Construction Manager in writing to proceed immediately with a change, Trade Contractor shall submit a written request to Construction Manager for a Trade Contract adjustment as provided herein prior to proceeding with the extra or additional work.

21.2 Changes Not Involving the Owner
For any Construction Manager initiated change, Trade Contractor shall submit its written request for a change order within ten (10) days of receipt of Construction Manager's change notice, but in no event later than two (2) days prior to the expiration of the time period specified in the Owner's Contract for the submission of such a request. Trade Contractor's request shall include documentation sufficient to enable the Construction Manager to determine the factors necessitating the adjustment(s) being requested. If Construction Manager decides to proceed (or Trade Contractor has already proceeded with the written direction of Construction Manager) with the change and a Trade Contract adjustment is warranted, Construction Manager shall issue a written change order to Trade Contractor adjusting the Trade Contract either: (i) as requested by Trade Contractor; or, (ii) in the event the Construction Manager disagrees with Trade Contractor's statement as to the effect of the change, Construction Manager shall issue a change order to Trade Contractor on terms Construction Manager reasonably deems appropriate. Trade Contractor shall thereafter perform the Work in accordance with the change order, subject to dispute resolution under the Trade Contract. Trade Contractor shall have no right to suspend or delay the performance of its obligations under the Trade Contract while the Construction Manager is reviewing Trade Contractor's adjustment request or if Trade Contractor disagrees with the change order issued by Construction Manager.

21.3 Changes Involving Owner
For any change initiated by, or otherwise involving the Owner or Architect, Trade Contractor shall submit its written request for a change order no later two (2) days prior to the expiration of the time period specified in the Owner's Contract for the submission of such a request and shall include all information required under the Owner Contract. Construction Manager shall process Trade Contractor's change order request in accordance with the change order process in the Owner Contract. Trade Contractor's entitlement to additional compensation or a time extension in connection with a change initiated by the Owner or Architect shall be limited to the cost and schedule adjustments approved by Owner for Trade Contractor's Work in Owner's change order to Construction Manager under the Owner Contract.

21.4 Pricing of Change Orders
Unless the Owner Contract requires different pricing, the amount of additional compensation paid to Trade Contractor shall be determined by one of the following methods at the sole discretion of the Construction Manager:

(1) Lump sum price in an amount proposed by Trade Contractor (properly itemized and supported by sufficient substantiating data to permit evaluation) and accepted by Construction Manager;
(2) Unit Prices or Alternates as set forth in **this Trade Contract** (if applicable); or
(3) Time and material basis.

21.4.1 Allowable Markups
Without regard to the method utilized by Construction Manager to price any change, in no event shall Trade Contractor's overhead and profit mark-up percentages on additional costs incurred in connection with changes and impacts to the Work for which Trade Contractor is entitled to a Trade Contract adjustment exceed the mark-ups allowed to Construction Manager for changes under the Owner Contract. Trade Contractor shall not apply a mark-up to any costs the Owner Contract provides are not subject to mark-up. Trade Contractor's overhead and profit markup for Work that does not involve Owner shall be limited to ten percent (10%).

21.5 Documentation of Costs
If a change is performed by Trade Contractor on other than a lump sum basis, Trade Contractor shall furnish each day to Construction Manager certified copies of all time sheets, receiving and inspection reports and shall provide Construction Manager with such purchase orders, invoices, Trade Contractor-subcontractor quotes and other documents and records as may enable Construction Manager to verify, to its reasonable satisfaction, the costs or savings reasonably incurred by Trade Contractor in effecting the change. All labor, services, equipment, materials, supplies and other items provided by Trade Contractor on other than a lump sum basis shall be purchased at competitive market prices and reflect Trade Contractor's actual cost after rebates and discounts. Trade Contractor acknowledges and agrees that any request for an adjustment will be totally inclusive of all additional costs and time extensions related to the change, whether resulting from delays, inefficiencies, interferences or any other impact to Trade Contractor's performance of the Work. Trade Contractor's failure to request a cost or time adjustment in connection with a change shall constitute a representation by Trade Contractor that no such adjustment is required and shall constitute a waiver by Trade Contractor of its right to any such adjustment. Trade Contractor's failure to timely submit a proposed credit for deleted Work shall render Construction Manager's and/or Owner's or Architect's determination of the proper credit final and binding.

21.6 Right of Construction Manager to Review Costs
Trade Contractor shall allow Construction Manager to review any data Construction Manager may reasonably request to assist the Construction Manager, Owner and/or Architect to determine the validity of a Trade Contract adjustment requested by Trade Contractor. Data that may be reviewed includes, but is not limited to: (i) Trade Contractor's payroll records for each employee working on the Project (which shall contain the employee's name, address, social security number, hourly wage, daily and weekly number of hours worked, gross wages earned, deductions made and actual wages paid); (ii) Trade Contractor's Project estimate(s) and supporting calculations; (iii) Trade Contractor's cost reports and supporting documentation, (iv) Trade Contractor work schedules and related documents; and (v) Trade Contractor-subcontractor related documents (which Construction Manager may obtain from Trade Contractor or directly from the Trade Contractor-subcontractor).

21.7 Construction Change Directives
If Construction Manager and Trade Contractor do not agree as to the appropriate adjustment to the Trade Contract Price and/or Trade Contractor's time for performance in connection with a change, Construction Manager may issue a "directive" that directs Trade Contractor to proceed with the change and leaves the adjustment to the Trade Contractor Amount and/or Trade Contractor's time for performance open. Trade Contractor shall proceed with the change and provide Construction Manager the information and documents required herein in connection with changes performed on other than a lump sum basis to support its additional costs and information and documents to support its request for a time extension. When the change has been completed, Construction Manager shall determine the appropriate adjustment, or for claims resulting from the Owner or Architect, shall refer the matter to the Architect or Owner's representative to determine the appropriate adjustment to the Trade Contract Price and/or Trade Contractor's time for performance. Their decision shall be binding on Trade Contractor.

21.8 Duty to Provide Timely Notice
Trade Contractor shall make all claims for additional compensation, and extensions of time due to acceleration, disruption or inefficiency or other adverse impacts to the Work or otherwise to Trade Contractor's performance under the Trade Contract within two (2) business days following the occurrence of the event giving rise to the claim and in such manner so as to permit the Construction Manager to satisfy the requirements of the Owner Contract for the submission of such claim. All such claims shall be supported by appropriate documentation and, in the case of requests for extensions of time, sufficient detail to demonstrate that the impact is to work activities on the critical path. If the Trade Contractor fails to submit a claim to the Construction Manager as required, then Trade Contractor's right to a Trade Contract adjustment relating to such claim shall be waived. Trade Contractor's timely compliance with the notice requirements herein shall be a condition precedent to Trade Contractor's entitlement to a Trade Contract adjustment and Trade Contractor waives and releases any claim for additional compensation or an extension of time in the event that Trade Contractor does not so comply.

21.9 Authority of Construction Manager's Employees
Notwithstanding anything to the contrary herein, Trade Contractor agrees and acknowledges that the functions and powers of the employees of the Construction Manager are strictly limited to the execution of this work hereunder, as defined by this Contract, and that they have no authority to make, permit or authorize any alteration, change or departure in or from the terms and provisions of this Contract or the plans and specifications, or to waive any right of the Construction Manager. The job superintendent and/or project manager shall have authority to make decisions pertaining to the execution of the work hereunder as the work progresses. Construction Manager's execution of time and material tickets or similar field documentation shall be for the sole purpose of validating the quantities of material and labor and shall not constitute evidence or an admission that Trade Contractor is or is not entitled to a change order for the work covered by such documents.

21.10 No Presumption of Validity
Nothing done or not done by Construction Manager or Owner shall be construed as an acknowledgment or acceptance of the accuracy or validity of any Trade Contract adjustment requested by Trade Contractor until a signed change order is issued to Trade Contractor by Construction Manager.

21.11 Invalid Claims
In the event the Trade Contractor asserts any frivolous claim against Construction Manager (or submits a Trade Contractor adjustment request that has no substantial merit or that is based in whole or in part upon materially inaccurate assertions), Construction Manager shall be entitled to collect from Trade Contractor by offset or otherwise any and all costs and expenses (including but not limited to reasonable attorney's fees) incurred by Construction Manager in investigating, responding to, defending against and resolving such claim or request.

22. TRADE CONTRACTOR DEFAULT

22.1 Events of Default
If, in the reasonable opinion of Construction Manager, Construction Manager Construction Manager Trade Contractor at any time (1) refuses or fails to provide a sufficient number of properly skilled workmen or materials of the proper quality, or to make sufficient progress, in each case so as to endanger the timely or proper performance of the Work (2) fail in any respect to prosecute the Work according to the Project Schedule, (3) stop, delay, or interfere with the work of Construction Manager or any other builder or subcontractor, (4) fail to comply with all provisions of this Trade Contract Agreement or the Contract Documents as incorporated herein, (5) be adjudged bankrupt, or make a general assignment for the benefit of its creditors, (6) have a receiver appointed, (7) become insolvent or a debtor in reorganization proceedings, or (8) otherwise breaches any provision of the Trade Contract, then, after serving written notice and Trade Contractor's failure to fully and completely cure the default and provide reasonable evidence of such cure to Construction Manager within forty-eight (48) hours of receipt of Construction Manager's written notice, Construction Manager may, at its option and without voiding the other provisions of the Trade Contract, (i) take such steps as are necessary to overcome the condition, (ii) terminate Trade Contractor's right to proceed with all or part of the remaining Work, take possession of the terminated Work and any and all of Trade Contractor's materials, tools, appliances, equipment and other items at the Project site and finish the terminated Work by whatever method Construction Manager may deem expedient; or (iii) seek specific performance of Trade Contractor's obligations hereunder, it being agreed by Trade Contractor that specific Performance may be necessary to avoid irreparable harm to Construction Manager and/or Owner. In the event of an emergency affecting the safety of persons or property, the Construction Manager may proceed as above without notice.

22.2 Remedy for Default
In the event of termination for default, Construction Manager may, at its option, (1) enter the premises and take possession, for the purpose of completing the Work, of all materials of Trade Contractor, (2) require Trade Contractor to assign to Construction Manager any or all of its subcontracts or purchase orders involving the Project, and/or (3) complete the Work either by itself or through others, by whatever method Construction Manager may deem expedient.

22.3 Termination for Default
In case of termination for default, Trade Contractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of Trade Contract Price to be paid shall exceed the expense incurred by Construction Manager plus an overhead fee of fifteen percent (15%) of the costs of finishing the Work payable to Construction Manager, such excess shall be paid by Construction Manager to Trade Contractor, provided Trade Contractor's Work has been finally completed and accepted by Owner, and Construction Manager actually receives payment from Owner for such Work. If such amount due to Construction Manager shall exceed such unpaid balance, then Trade Contractor shall pay Construction Manager the difference within five (5) business days following demand by Construction Manager. Trade Contractor shall pay all reasonable costs of collection, if any, including Construction Manager's attorney's fees. If it is determined Construction Manager wrongfully terminated Trade Contractor

under this section, then the termination shall be deemed to be a termination for convenience, and the provisions for such termination shall apply.

22.4 Other Remedies for Default
In the event the Construction Manager does not terminate for default, Construction Manager may take such steps as are necessary to overcome the condition including, without limitation, performing such work with its own forces or with a separate subcontractor. In which case, Construction Manager may deduct from amounts that are due or may become due to the Trade Contractor all costs incurred by Construction Manager including, without limitation, a fifteen percent (15%) markup. If such amount due to Construction Manager shall exceed such unpaid balance, then Trade Contractor shall pay Construction Manager the difference within five (5) business days following demand by Construction Manager. Trade Contractor shall pay all reasonable costs of collection, if any, including Construction Manager's attorney's fees.

22.5 Remedy Under Trade Contractor's Performance Bond or Other Guarantee
In the event Trade Contractor's performance under the Trade Contract is secured by a surety performance bond or other guarantee of performance, Construction Manager may, in the event of a Trade Contractor default, demand that Trade Contractor's surety or guarantor complete performance of the Work. In the event the surety or guarantor fails to perform and complete Trade Contractor's Work and other obligations in accordance with the Trade Contract and bond or guarantee (as applicable), Construction Manager may proceed to remedy Trade Contractor's default in accordance with this Section. To the extent Construction Manager's damages exceed the Trade Contract balance at time the Trade Contract is terminated, Construction Manager shall be entitled to pursue its remedies against Trade Contractor's surety or guarantor for breach of its bond or guarantee obligations.

22.6 Provisions in Trade Contract Survive Termination
The rights and remedies of the Construction Manager and obligations of the Trade Contractor relating to the dispute resolution provisions, the bonding and surety provisions, the lien provisions, the guarantee provisions and the indemnity provisions, and any other provision of the Trade Contract that either: (1) provides for limitation of or protection against liabilities between Construction Manager and Trade Contractor; or (2) expressly or by implication comes into or continues in force and effect after Trade Contractor's completion of the Work, shall survive termination of the Trade Contract, whether by default or for convenience, and Trade Contractor's completion of the Work.

23. TERMINATION FOR CONVENIENCE

Construction Manager may upon written notice to Trade Contractor, without cause and without prejudice to any other right or remedy under this Agreement, at law or in equity, elect to terminate the remaining Work for Construction Manager's convenience. The termination shall be effective in the manner specified in Construction Manager's notice. Unless Construction Manager's notice directs otherwise, Trade Contractor shall immediately discontinue performance of the Work and the placing of orders for equipment, materials, supplies and other items and demobilize from the Project. Trade Contractor shall take the steps necessary to preserve and protect Work in progress and shall use its best efforts to mitigate its costs in connection with the termination. Construction Manager shall pay Trade Contractor a termination payment as Trade Contractor's sole and exclusive remedy in connection with Construction Manager's convenience termination. The termination payment shall be comprised of: (i) amounts invoiced and due for Work performed but not yet paid; (ii) payment for Work satisfactorily completed but not yet invoiced by Trade Contractor prior to the termination; (iii) retainage held by Construction Manager at the date of termination; and, (iv) all reasonable, actual termination costs incurred by Trade Contractor in terminating the Work (but excluding any and all costs and expenses incurred by Trade Contractor from and after the date of termination for those of its employees who are not directly performing required termination activities); provided, that if the termination was effected by Construction Manager due to the elimination or termination of work by Owner under the Owner Contract or other Owner action, or, as a result of the order of a court or public authority, then Trade Contractor's termination payment shall be limited to the amount paid by Owner to Construction Manager for the terminated Work under the Owner Contract, less Construction Manager's costs to obtain that amount from Owner. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work. In no event shall Trade Contractor be entitled to recover any profit or overhead on terminated Work. Trade Contractor's termination payment under this Section will constitute its final payment for the Work and will be processed and become due to Trade Contractor in accordance with the provisions in Section 5 herein.

24. CLAIMS INVOLVING OWNER

24.1 Recovery Limited to Amounts Received by Construction Manager
Notwithstanding anything contrary in this Trade Contract, Trade Contractor may recover damages for extra work, delays, interferences or other adverse impacts to the Work only to the extent the Owner is liable and limited to the cost Construction

Manager actually receives from Owner compensation for such extra work, delays, interferences or other adverse impacts to the Work, subject to adjustments as provided herein. Construction Manager's liability to the Trade Contractor for any adverse impact to the Work or otherwise to Trade Contractor's performance under the Trade Contract attributable to the Owner, Architect/Engineer or their separate contractors shall be limited to the cost, schedule or other relief, if any, granted by and actually recovered from the Owner as set forth herein. Trade Contractor agrees to be bound to Construction Manager to the same extent that Construction Manager is bound to Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions, determinations or agreements made by or between Construction Manager, Architect/Engineer or Owner or so authorized in the Contract Documents or by the court or arbitrator designated in the Contract Documents whether or not Trade Contractor is a party to such agreement or proceeding. Construction Manager and Construction Manager's surety shall not be liable to Trade Contractor in excess of any sum actually received from Owner on behalf of Trade Contractor and Construction Manager shall only be required to pay Trade Contractor if, and only if, Owner pays Construction Manager, which is an express condition precedent to Construction Manager's duty to pay Trade Contractor. Trade Contractor agrees to toll its rights under the Construction Manager's bond and this Agreement until such time as the Construction Manager has exhausted its Owner related dispute provisions.

24.2 Determination of Amounts

Construction Manager shall endeavor to request that the amount attributable to Trade Contractor's claim be identified separately in any change order, settlement, award or judgment. To the extent such change order, settlement, award, or judgment does not provide for a separately listed amount attributable to Trade Contractor's claim, the amount of such recovery shall be limited to the proportionate share due Trade Contractor on the basis of the ratio of the Trade Contractor's claim to other claims that are asserted, provided the Trade Contractor's claims and other claims are substantially similar and reasonably justified as to merit and actual costs incurred as determined by Construction Manager. In all events, the amount due Trade Contractor shall be limited to the amount actually recovered by Construction Manager from Owner, and shall be adjusted to compensate Construction Manager for Trade Contractor's proportionate share of the expenses and attorney's fees incurred by Construction Manager in pursuing such claims.

24.3 Presentation of Claims

Construction Manager may, at Construction Manager's option, (i) present to the Architect/Engineer, the Owner, or any court or arbitrator, in Construction Manager's name, or (ii) authorize Trade Contractor to present to the Architect/Engineer, the Owner, or any court or arbitrator in Construction Manager's name, all of Trade Contractor's claims, and to answer the claims of Architect/Engineer or the Owner involving Trade Contractor's Work. If such dispute is prosecuted or defended by Construction Manager, the Trade Contractor, at Trade Contractor's own expense, agrees to furnish all documents, statements, witnesses, and other information required by Construction Manager and to pay or reimburse Construction Manager for all costs incurred by Construction Manager in connection with the disputes including, without limitation, attorneys' fees and experts' and consultants' fees. In the event that any mediation, arbitration, litigation or settlement with the Owner results in a recovery by the Owner against the Construction Manager involving the Trade Contractor's Work, the Trade Contractor shall pay the Construction Manager its proportionate share of such recovery by the Owner against the Construction Manager, and pay the Construction Manager its proportionate share of the expenses and attorney's fees incurred in defending such claim(s).

24.4 Duty to Cooperate

Trade Contractor agrees to use its best efforts to make available to Construction Manager such documents, drawings and other materials and witnesses and information as are reasonably available to it to assist Construction Manager in any claim against Owner that relates to or concerns the Work.

24.5 No Obligation to Pursue Claims

Notwithstanding any contrary herein, Trade Contractor expressly acknowledges that Construction Manager is not obligated or required to pursue Trade Contractor claims as against Owner if Construction Manager, in its sole discretion, after review of Trade Contractor's claim, has deemed the claim to lack merit in whole or in part, or such claim is otherwise not permitted under any agreement between Construction Manager and Owner.

25. DISPUTES

25.1 Construction Manager as Initial Decision Maker

Except as otherwise provided in the Trade Contract, Construction Manager shall initially decide all disputes arising out of the Trade Contract. Construction Manager shall reduce its decision to writing and furnish a copy thereof to Trade Contractor. Construction Manager's decision shall be final and conclusive unless Trade Contractor advises Construction Manager in writing within forty-eight (48) hours of receiving the decision of the bases for its disagreement with the decision. Trade Contractor agrees that if it does not contest the Construction Manager's decision within the time and in the manner required under this Section, Construction Manager's decision shall be final and conclusive and the Trade Contractor shall be deemed

to have waived any right to contest the decision. Construction Manager decisions properly contested by Trade Contractor shall be resolved as provided herein.

25.2 Construction Manager's Right to Demand Arbitration
Claims and disputes between Construction Manager and Trade Contractor arising out of or in connection with the Trade Contract or the Work shall be resolved by litigation unless Construction Manager, at its sole option, advises Trade Contractor in writing prior to the institution of litigation with respect to a claim or dispute, or within thirty (30) days after either party has instituted litigation with respect to the claim or dispute that Construction Manager elects to have the claim or dispute resolved by arbitration. In such event, Trade Contractor shall be bound by Construction Manager's election and any litigation filed shall be stayed by stipulation of the parties pending the conclusion of the arbitration proceedings. The arbitration proceedings shall be conducted pursuant to the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect. The parties shall afford each other informal discovery consistent with the discovery provisions of the Federal Rules of Civil Procedure, including the production of all documents related to the claim or dispute at issue and the deposition of witnesses having knowledge of facts pertaining to the claim or dispute at issue.

25.3 Consolidation or Joinder
In the event Construction Manager is involved in a separate arbitration, litigation, mediation or other legal proceeding in which any aspect of the Trade Contractor's Work or entitlement to payment is at issue, or questions of law or fact common to the Trade Contractor's performance under the Trade Contract are involved; or, if complete relief cannot be afforded in such proceeding without the Trade Contractor's participation therein, Trade Contractor hereby consents, upon written demand by Construction Manager, to its consolidation or joinder in that proceeding to the applicability of any rules or procedures applicable to such proceeding; and hereby waives any objections to the location or forum in which the proceeding is pending. In the event Trade Contractor has initiated litigation against Construction Manager at the time Construction Manager's demand for consolidation or joinder is received, and that proceeding cannot be consolidated with the proceeding in which the Construction Manager is involved, Trade Contractor agrees to dismiss or, in the event dismissal would prejudice Trade Contractor's rights, stay the litigation.

25.4 Duty to Continue Performance Pending Dispute Resolution
Trade Contractor acknowledges the importance of performing and completing the Work and its other obligations under the Trade Contract in a timely manner. Trade Contractor agrees that its rights in connection with any claim or dispute with Construction Manager in connection with the Trade Contract shall be determined as provided in this Section, and that it shall not be entitled to suspend or otherwise delay its performance and completion of the Work or the performance of its other obligations under the Trade Contract based on any alleged breach by Construction Manager or claim or dispute between the parties, regardless of whether such breach, claim or dispute is the subject of dispute resolution between Construction Manager and Trade Contractor.

26. WAIVER OF NOTICE AND HEARING RELATIVE TO PREJUDGMENT REMEDIES

The Trade Contractor expressly waives its right to notice and hearing under Connecticut General Statutes §52-278a through §52-278g inclusive relative to prejudgment remedies, and agrees that the Construction Manager may issue a writ for a prejudgment remedy (attachment, garnishment) by its attorney without securing a Court Order.

27. AUDIT AND RECORD RETENTION.

Trade Contractor's records related to the Project and the Trade Contract shall be subject to audit and shall be made available to Construction Manager for that purpose upon five (5) days prior written notice. To the extent the foregoing audit provisions are different than, or inconsistent with, any audit provisions found in the Owner Contract, the more stringent requirement shall control. Unless the Contract Documents or Applicable Law requires a longer period, Trade Contractor shall maintain its entire Project and Trade Contract related records, financial and otherwise, for a period of ten (10) years after the Construction Manager achieves final completion of its work at the Project.

28. CONFIDENTIALITY

28.1 Duty to Keep Information Confidential
Trade Contractor acknowledges and agrees that it will execute any confidentiality or nondisclosure agreements that may be reasonably required by the Construction Manager and/or Owner. Trade Contractor further acknowledges and agrees that Construction Manager may disclose certain information to Trade Contractor for purposes of the Work that Construction Manager and/or Owner considers to be confidential or proprietary or to constitute trade or business secrets (collectively

"Confidential Information"). In the absence of more stringent requirements contained in the Owner Contract, when Construction Manager and/or Owner discloses any information designated as Confidential Information to Trade Contractor, Trade Contractor agrees that:

(1) the Confidential Information shall be used solely for the purpose of performance under the Trade Contract and disclosed only to those of Trade Contractor's employees who have a need to know the information for that purpose;
(2) it shall not disclose Confidential Information to any third party without Construction Manager's prior written consent;
(3) it will take precautions to prevent the disclosure of the Confidential Information that are no less stringent than those employed to preserve the secrecy of its own confidential business information or trade secrets, and in no event less than reasonable precautions; and
(4) upon completion of the Work it will return all documents containing Confidential Information to the Construction Manager and/or Owner without retaining any copies thereof, or if such Confidential Information is contained in electronically stored documents, permanently delete such electronically stored Confidential Information.

28.2 Duration/Remedies
Unless a longer period is established by the Contract Documents, the provisions of this Section shall remain in force for a period of five (5) years after Construction Manager's final completion of its work at the Project. Trade Contractor agrees that in the event of its breach or threatened breach of its obligations under this Section, Construction Manager shall be entitled to equitable relief in order to restrain any continued or threatened breach.

29. MISCELLANEOUS

29.1 Integrated Agreement
The Trade Contract represents the entire integrated agreement between the parties with respect to the Project and supersedes all prior negotiations, proposals, correspondence, representations or agreements, whether written or oral, express or implied. This Trade Contract may only be amended or modified in a change order or other writing signed by both Construction Manager and Trade Contractor.

29.2 Choice of Law, Venue and Jury Waiver
This Trade Contract shall be governed by and construed in accordance with the laws of the state Connecticut, excluding the conflicts of laws principles thereof. For any action or proceeding involving claims and disputes between Construction Manager and Trade Contractor arising out of or in connection with the Trade Contract or the Work, Construction Manager and Trade Contractor expressly and unconditionally: (a) agree that the presiding federal or state court in the state of Connecticut shall have exclusive jurisdiction over the action or proceeding; and (b) **WAIVE THE RIGHT TO A TRIAL BY JURY IN THE ACTION OR PROCEEDING IN ANY AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT**. If Construction Manager elects to resolve a claim or dispute by arbitration, the arbitration shall be venued in the state of Connecticut.

29.3 Interpretation of Provisions
Construction Manager and Trade Contractor represent and warrant that they have had ample opportunity to review this Trade Contract and all documents referenced herein, and to consult with their respective attorney's. The Trade Contract shall be construed without regard to any presumption or other rule requiring construction or interpretation against the party who caused it to have been drafted.

29.4 Execution of Trade Contract
The Trade Contract may be executed in counterparts, each of which will be considered an original.

29.5 Notice
All notices required or permitted pursuant to this Trade Contract shall be in writing and sent to the parties at the addresses set forth on the Trade Contract Agreement. Written notice shall be deemed to have been duly served if delivered by registered or certified mail or by courier service providing proof of delivery to the business address for the intended recipient identified in this Trade Contract or, if none is identified, the last business address of the intended recipient known to the party giving notice. Written notices may also be deemed to have been duly served if delivered via first class U.S. mail, email, or facsimile, but the party utilizing such alternative means shall bear the burden of proving delivery (e.g., facsimile confirmation).

29.6 Validity and Enforceability
The parties agree that if any provision of the Trade Contract is determined by a court to be unenforceable in whole or in part under Applicable Law, that determination shall not affect the validity and enforceability of the remainder of the Trade Contract and that only the provision (or part thereof) in question shall be deemed unenforceable. Accordingly, in the event that any one or more of the provisions of the Trade Contract shall be found to be contrary to public policy and unenforceable, the remaining provisions of this Trade Contract shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with Applicable Law.

29.7 Construction Manager's Rights Not Waived
The failure of Construction Manager to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

29.8 Remedies are Cumulative
The remedies provided to Construction Manager in the Trade Contract are cumulative and not exclusive and additional to any other remedies available to Construction Manager under Applicable Law.

29.9 Headings are for Convenience Only
The headings in this Trade Contract have been inserted for convenience or reference only and shall not in any manner affect the construction, meaning or effect of anything contained herein nor govern the rights and liabilities of the parties.

30. EXHIBITS

The following exhibits are incorporated into this Trade Contract as follows:

Exhibit A – Contract Documents
Exhibit B – General Safety and Health Procedural Regulations
Exhibit C – Certification of Resident or Verified Contractor
Exhibit D – Material and Equipment Stored Off-Site Billing Procedure
Exhibit E – Sample Interim and Final Lien Waiver
Exhibit F – Insurance Requirements
Exhibit G – Sample Performance and Payment Bond Forms
Exhibit H – Project Labor Agreement Acceptance of Agreement

EXHIBIT A
CONTRACT DOCUMENTS

LIST OF CONTRACT DOCUMENTS TO BE INSERTED HERE

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Each contractor/employer is responsible for the safety and health of its employees and for all other individuals affected by the work. Each contractor/employer is to provide line supervision that is knowledgeable of and capable of monitoring and enforcing continuous Safe Work Practices and ensuring continuous Regulatory Compliance.

Contractor / Employer Responsibilities:
No declaration, act or omission by O&G, Industries , Inc., or its representatives will be deemed to exempt, either wholly or in part, expressly or by implication, any Contractor/Employer or the Contractor/Employer's place of employment, from full compliance with the terms of any environmental, health or safety regulation(s) as stated by the Federal Government, the state government, the county or local city or other jurisdictions applicable to the Contractor/Employer's work. The Contractor/Employer is responsible for the action(s) and/or inaction(s) of its employees, lower tier contractor/employers, vendors, suppliers or guest(s). The contractor/employer is responsible for the safety of its employees and other individuals that may be associated with or exposed to the its work and to assure the continuous utilization of safe work habits and for continuous regulatory compliance.

O&G Industries Inc. is dedicated to providing a safe and injury free environment. O&G Industries Inc. expects Subcontractor management, supervision and workers to hold environmental health and safety as a top priority. O&G Industries Inc.'s health and safety requirements are contained herein and in O&G Industries Inc.'s Safety & Health Program for the project, which is hereby incorporated by reference into the Subcontract. Subcontractor understands its responsibility to maintain a safe and healthy working environment and Subcontractor and its Sub-subcontractors shall abide by the requirements contained in the Safety and Health Program. Subcontractors understand and agree that O&G may, at its discretion, amend, alter, add to or otherwise change the Safety & Health Program, and that Subcontractor is required to abide by any such changes. In addition, Subcontractor and its Sub-subcontractors shall, at no additional cost to O&G Industries Inc., comply with the following requirements:

Regulatory Compliance:
Subcontractor agrees that the prevention of accidents to workers, visitors, or the public present at or in the vicinity of the project is its responsibility. Subcontractor agrees to comply with all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued thereunder, and with safety and health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

Subcontractor Safety Representative:
Prior to mobilization, Subcontractor shall designate in writing to O&G Industries Inc. a competent person that shall serve as the Subcontractor's project safety representative. This individual will be responsible and have the authority to ensure the Subcontractor's implementation, compliance with and enforcement of the O&G Safety and Health Program. Qualifications for the Subcontractor's project safety representative are provided in the O&G Safety and Health Program. O&G Industries Inc. reserves the right to require Subcontractor to replace its project safety representative if O&G Industries Inc. in its discretion determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities.

Subcontractor Injuries and Incidents:
Subcontractor shall notify O&G Industries Inc. of any incident or injury involving an employee of Subcontractor or one of its Sub-subcontractors, visitor, or member of the public on the day of the injury or incident. Subcontractor shall complete the Incident Notification and Investigation form provided in the O&G SAFETY AND HEALTH PROGRAM and submit the completed form to O&G Industries Inc. within twenty-four (24) hours of the incident or injury. Subcontractor agrees that all injuries and incidents will be investigated and corrective action plans developed to ensure similar injuries or incidents do not occur, and that any discovered hazards are immediately abated to the satisfaction of O&G.

Minimum Working Apparel:
Subcontractor agrees that the minimum working apparel includes hardhat, class appropriate high visibility clothing, safety glasses and side shields meeting the current version of ANSI Standard Z87.1, shirt with three inch or longer sleeves, long pants and durable work boots. Refer to the O&G SAFETY AND HEALTH PROGRAM Personal Protection Equipment Section for more specific requirements.

Safety and Health Orientation, Training and Programs:
Subcontractor agrees that none of its or its Sub-subcontractors' management personnel, supervisory personnel or workers will begin work on the project without receiving a project specific health, safety and environmental orientation provided by or authorized by O&G Industries Inc. Subcontractor shall provide training documentation as required by all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health as that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued there under, and with safety, health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Housekeeping and Orderliness:
Subcontractor agrees that all equipment, tools, materials and other apparatuses will be stored, stacked, placed, temporarily spotted or setup in such a manner as to maintain safe egress and a clean and orderly workplace. Subcontractor agrees to remove all debris and trash daily. Should O&G Industries Inc. deem the Subcontractor in nonconformance with these requirements, O&G Industries Inc. will direct to Subcontractor to take corrective action immediately. Should the Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of Subcontractor and shall deduct the cost thereof from any payments due or to become due to Subcontractor.

Natural Gas Freeing, Purging, Leak Testing and Energizing of Piping:
All subcontractors and sub-subcontractors involved with filling installed natural gas piping, purging inert gases, purging gas fed equipment into/out of service and leak testing must adhere to all Federal, State, and local regulations pertaining to such work. Such as, but not limited to; NFPA 54 ANSI Z223.1, OSHA 1910, and the equipment standards like NFPA 85 or NFPA 86. Subcontractor agrees that such work must utilize a "purge burner" and "burn-off" method to reach local gas supplier % of combustible gas at each purge point, unless local gas supplier agrees upon other approved method. Subcontractor agrees that such work must be scheduled and performed when no other contractors, other than those involved in the procedures are on the projects premises. Subcontractor will develop and implement a written safety and health program for all activities involving natural gas freeing, purging, leak testing and gas energizing of piping that complies with all relevant portions of NFPA 54 and OSHA 1910.147. Subcontractor shall provide proper equipment for all steps of these processes and verify they are in manufacturer's recommended condition. Subcontractor agrees to train all current and new employees on the dangers of natural gas and provide O&G with proof of such training documentation upon request.

Fall Prevention and Protection Policy:
Subcontractor shall comply with the O&G Industries Inc. Fall Protection Policy, which requires in part that no worker exposed to a fall hazard of six (6) feet or greater will work without 100% fall protection. Subcontractor will take all practical measures to eliminate, prevent and control fall hazards of six (6) feet or more before resorting to a personal fall protection system. When personal fall protection is required, Subcontractor shall provide such proper equipment for this purpose and all necessary instruction and training in the care and use of the equipment, including refresher training. All training shall be documented and made available to O&G Industries Inc. upon request.

Disciplinary Action:
O&G Industries Inc. will issue a written notice to individuals who are observed violating the laws, ordinances, rules, regulations, codes, standards, orders and requirements noted under Regulatory Compliance above or in violation of O&G's Safety and Health Program. O&G project management may utilize a discipline plan involving monetary penalties imposed on the contractor/employer for instances of serious, intentional, or repeated non-compliance with all applicable environmental, health, safety and regulatory rules, regulations, standards or procedures, including housekeeping activities. Instances of non-compliance by a contractor/employer's employees (including inappropriate actions and/or a lack of appropriate actions) may result in verbal warning, documented non-compliance observation notice monetary penalty and/or removal from work site of the offending employee and/or field supervision.

Monetary Penalty:

a. Non-Compliance - $50 to $150 per occurrence
b. Serious - $150 to $500 per occurrence
c. Potential for life threatening or serious bodily injury or property damage –$500 to $1,500

Any Subcontractor or Sub-subcontractor personnel who receive three (3) written violation notices within a one-year period may be removed from the project. *O&G's management and supervision may exercise discretion when administering this discipline policy.* ***Any violation viewed as life threatening, serious, flagrant, willful, or intentional may result in immediate suspension, removal from the project, and/or monetary penalties.***

Health and Safety Nonconformance:
When ordered by O&G Industries Inc., Subcontractor shall stop any part of the Work that O&G Industries Inc. in its discretion deems unsafe or unhealthy until corrective measures satisfactory to O&G Industries Inc. have been taken. Subcontractor agrees that it shall not have or make any claim for damages growing out of such stoppages. Should Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of the Subcontractor and deduct the cost thereof from any payments due or to become due to Subcontractor. Subcontractor acknowledges that it is the Subcontractor's responsibility to maintain a safe worksite and that failure on the part of O&G Industries Inc. to stop unsafe or unhealthy practices shall in no way relieve Subcontractor of its responsibility therefore, nor shall Subcontractor utilize any such failure on the part of O&G as a defense against O&G or any other party. Within twenty-four (24) hours of being ordered by O&G Industries Inc. to stop Work, Subcontractor will develop and submit to O&G Industries Inc. a written Corrective Action Plan for any unsafe or unhealthy practice(s) that are the subject of O&G Industries Inc.'s notice.

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Regulatory Inspections:
If O&G Industries Inc. is fined by any regulatory inspection by a Federal, State, County or Municipal agency or body as a result of any act or omission of Subcontractor or one of its Sub-subcontractors, O&G Industries Inc. will deduct the amount thereof and associated costs from any payments due or to become due to Subcontractor.

Prohibitive Articles:
In order that a safe and productive work environment can be provided, Subcontractor and Sub-subcontractors will prohibit the use, possession, control, sale, purchase, transportation, and distribution of the following on O&G Industries Inc. projects:

- Illegal and illicit drugs including but not limited to marijuana, mood and mind altering substances, "look-alike" substances, designer and synthetic drugs, and certain inhalants and over-the-counter drugs
- Prescription drugs not prescribed by a physician
- Drug paraphernalia, equipment, and literature related to illegal drugs and substance use
- Alcohol products and beverages
- Weapons, firearms, ammunition, explosives, and fireworks
- Radios, DVD/CD players, tape/cassette players, and MP3 players
- Any other item or substance restricted by law

Illegal Acts:
The theft, conversion, misappropriation, unauthorized removal, possession, or use of property or equipment belonging to O&G Industries Inc., Owner, Subcontractor, or other worker including but not limited to, materials, tools documents, and propriety information is prohibited.

Searches:
Subcontractor and Sub-subcontractors understand that O&G Industries Inc. may conduct reasonable unannounced searches of the work area and personal searches of workers and others on the project, including but not limited to, personal effects, vehicles, lockers, gang boxes, tool boxes, clothing, meal containers, and baggage. Searches will be performed by authorized personnel.

Safety Planning:
Prior to mobilization Subcontractor will provide O&G Industries Inc. with a written "Site Specific" Safety and Health Plan outlining the activities, hazards and controls Subcontractor will employ to mitigate hazards associated with Subcontractor's Work. Subcontractor and its Sub-subcontractors will also prepare Daily Job Safety Task Analysis (JSTA) per task or work activity on the form enclosed in O&G Industries, Inc.'s Health & Safety Manual. This daily JSTA shall outline the activities, hazards and controls associated with the Work and related activities that will be performed that day. Subcontractor and its Sub-subcontractors will review the Daily Job Safety Task Analysis with their employees at the start of each shift and as required throughout the shift and submit all JSTA forms to O&G Industries Inc.

Hazard Communication:
Prior to mobilizing, Subcontractor will provide O&G with Safety Data Sheets (SDS) for each hazardous material Subcontractor or one of its Sub-Contractors will bring onto the project site. Subcontractors must also provide O&G with proof of Hazardous Communication Training, including the new Globally Harmonized System (GHS) supplemental training for each worker designated to the specific project. Subcontractors recognizes its continuing obligation to provide SDS to O&G for all products brought onto the site and for appropriate training to address these products.

EXHIBIT C
CERTIFICATION OF RESIDENT OR VERIFIED CONTRACTOR STATUS AND NOTICE OF HOLD BACK REQUIREMENT APPLICABLE PAYMENTS TO UNVERIFIED CONTRACTORS

By checking the appropriate box below, the Subcontractor certifies that it:

☐ **IS** a **"resident contractor"** within the meaning of Connecticut General Statute Section 12-430(7)(A)(ii), and, unless waived by the General Contractor and subject to the terms set forth below, has provided a verification of this status by providing a certificate issued by the Connecticut Department of Revenue Services under Connecticut General Statute § 12-430(7)(L).

☐ **IS** a **"verified contractor"** within the meaning of Connecticut General Statute Section 12-430(7)(A)(iii), and has provided evidence of this status by providing a certificate issued by the Connecticut Department of Revenue Services under Connecticut General Statute § 12-430(7)(I).

NOTICE GIVEN UNDER CONNECTICUT GENERAL STATUTE § 12-430(7)(D)(i):

Every prime or general contractor who is either a resident contractor or a verified contractor and doing business with an unverified contractor shall hold back an amount equal to five percent of such payments otherwise required to be made to such subcontractor until such subcontractor furnishes such contractor with a certificate of compliance authorizing the full or partial release of the amount held back from the payments to such subcontractor.

In consideration of the General Contractor's waiver of the verification requirement of resident contractor status, if it is ultimately determined that the Subcontractor is not a resident contractor for purposes of Connecticut General Statute § 12-430(7)(A)(ii), then in that event, the Subcontractor shall save the General Contractor harmless and indemnify the General Contractor for all costs and losses incurred by the General Contractor, including attorney fees, that result from that determination.

The Subcontractor acknowledges receipt of a copy of this document.

SUBCONTRACTOR:

*By*_____ *Date* _____
Its
Duly Authorized

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

As a condition precedent, trade contractor shall provide Construction Manager with the following to be considered for payment for materials stored off the project site:

Copies of all **invoices from suppliers** showing the total value of the material that is being stored off site.

An **Insurance Certificate** from the trade contractor's agent showing full value of items plus 10%. The certificate must state specifically what the material is and where it is stored.

An executed **Security Agreement** (copy attached).

An executed **Bill of Sale** for the stored items (copy attached).

UCC1 Form must be filled out (copy attached) and mailed with fee to the Secretary of State. A copy should be returned to O & G Industries, Inc.

Billing of overhead and profit on off-site stored material is not allowed. Overhead and profit can be billed when material/equipment has been delivered to the site.

When the above have been compiled, submit them to the O & G Industries, Inc. Contract Administrator with the completed AIA requisition.

A physical inspection of the Stored Materials must be arranged with the O & G Industries, Inc. Project Manager.

If you have any further questions regarding off-site Stored Materials, please contact O & G's Contract Administrator at (860) 496-4215.

SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6002 WEBSITE: www.concord-sots.ct.gov

STATE OF CONNECTICUT
UCC-1 FINANCING STATEMENT

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 81/2 X 11 SHEETS IF NECESSARY.

FILING PARTY *(CONFIRMATION WILL BE SENT TO THIS ADDRESS)*: CUSTOMER ID: NAME: ADDRESS: CITY: STATE: ZIP: EMAIL:	**FILING FEE: $50** *MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"*

1. DEBTOR'S EXACT FULL LEGAL NAME - *INSERT ONLY ONE DEBTOR NAME (1A OR 1B) - DO NOT ABBREVIATE OR COMBINE NAMES*

OR	**1A. ORGANIZATION'S NAME**		
	1B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX

1C. MAILING ADDRESS:

ADDRESS:

CITY:

STATE: ZIP: COUNTRY:

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - *INSERT ONLY ONE DEBTOR NAME (2A OR 2B) - DO NOT ABBREVIATE OR COMBINE NAMES*

OR	**2A. ORGANIZATION'S NAME**		
	2B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX

2C. MAILING ADDRESS:

ADDRESS:

CITY:

STATE: ZIP: COUNTRY:

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

3. SECURED PARTY NAME (OR NAME OF ASSIGNEE OF ASSIGNOR S/P) - *INSERT ONLY ONE SECURED PARTY NAME (3A OR 3B)*			
OR	3A. ORGANIZATION'S NAME		
	3B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX
3C. MAILING ADDRESS:			
ADDRESS:			
CITY:			
STATE:	ZIP:	COUNTRY:	
4. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:			
5. CHECK ONLY IF APPLICABLE AND CHECK ONLY ONE BOX: COLLATERAL IS ☐ HELD IN A TRUST (SEE UCC 1AD, ITEM 13 AND INSTRUCTIONS) ☐ BEING ADMINISTERED BY A DECENDENT'S PERSONAL REPRESENTATIVE.			
6. CHECK ONLY IF APPLICABLE AND CHECK ONLY ONE BOX:			
☐ Public-Finance Transaction ☐ A Debtor is a Transmitting Utility			
7. ALTERNATIVE DESIGNATION *(if applicable)*:			
☐ Lessee / Lessor ☐ Consignee / Consignor ☐ Seller / Buyer ☐ Bailee / Bailor ☐ Licensee / Licensor			
8. OPTIONAL FILER REFERENCE DATA:			

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

Instructions for Connecticut UCC Financing Statement (Form UCC-1)

INSTRUCTIONS

Please type or print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your Legal Advisor. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filling office use.

When properly completed, send Filing Office Copy, with required fee, to filing office.

If you need to use attachments, use 81/2 x 11 inch sheets and put at the tope of sheet the name of the first Debtor, formatted exactly as it appears in item 2 of this form; you are encouraged to use the UCC Financing Statement Addendum.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Do not abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a Partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

1b. Individual Debtor. " Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box for titles or lineage (jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs John Smith). enter individual Debtor's family name (surname) in Surname box, first given name in First Personal Name box, and all additional given names in Middle Name box. For both organization and individual Debtors: Don't use Debtors trade name, DBA, AKA, FKA, Division name etc. in place or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended.)

1c. An address is always required for the Debtor named in 1a or 1b.

2. If an additional Debtor is included, complete item 2. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) of other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee. If there is more than one Secured Party, see Instruction 2.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or the other attached additional page(s).

5. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.

6. If Debtor is a transmitting utility, check the appropriate box. If filed in connection with a public finance transaction, check the appropriate box.

7. If the filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5.

8. This item is optional and is for filer's use only.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

OFFICE OF THE SECRETARY OF THE STATE

MAILING ADDRESS:
COMMERCIAL RECORDING DIVISION
CONNECTICUT SECRETARY OF THE STATE
P.O. BOX 150470
HARTFORD, CT 06115-0470

DELIVERY ADDRESS:
COMMERCIAL RECORDING DIVISION
CONNECTICUT SECRETARY OF THE STATE
30 TRINITY STREET
HARTFORD, CT 06106

PHONE:860-509-6002

WEBSITE: www.concord-sots.ct.gov

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

Bill of Sale of Personal Property

Know All Men by These Presents,

THAT

of in the County of and State of
, hereinafter called the Seller, for the consideration of
Dollars,
received to full satisfaction of

hereinafter called the Purchaser,
do hereby bargain, sell, transfer and convey unto the said Purchases the following articles of personal property:

To Have and to Hold the same to the said Purchaser
successors, executors, administrators, and assigns, forever to and their proper use and behoof. And
, the said Seller for sel heirs, executors and administrators,
covenant and agree with the said Purchaser to warrant and defend the said goods to the said Purchaser,
against all persons whatever:

Signed this day of , 20

Witnessed by:

_____ _____

_____ _____

STATE OF CONNECTICUT, }
} ss. 20
COUNTY OF }

Personally Appeared
Signer(s) of the foregoing instrument, and acknowledged the same to be free act and deed, before me.

_____
Notary Public, Justice of Peace, Commissioner of Superior Court

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

STATE OF CONNECTICUT, }
} ss. 20
COUNTY OF }

On this _____ day of _____ 20_____, before me _____, the undersigned officer,
(name of signing notary)
personally appeared _____ who acknowledged himself/herself to
(name of signing official)
be the _____, a corporation, and that he/she as such
(title of official)
_____, being authorized so to do, executed the foregoing instrument for
(title of official)
the purpose therein contained, by signing the name of the corporation by himself/herself as
_____.
(title of official)

In Witness Whereof I hereunto set my hand and official seal.

_____
Notary Public/Commissioner of Superior Court

Bill of Sale of Personal Property

From _____ To _____

Dated _____

Filed ____ N/A ____ M

at _____

Town Clerk _____

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

SECURITY AGREEMENT
(Chattel Mortgage)

THIS AGREEMENT, made the day of 20 under the laws of the state of

BETWEEN herein called the Debtor

whose business address is (if none, write "none")

and whose residence address is

and herein called the secured Party

whose address is

WITNESSETH:

To secure the payment of an indebtedness in the amount of $ with interest, payable as follows:

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the Schedule herein which the Debtor represents will be used primarily
- ☐ for personal, family or household purposes
- ☐ in farming operations
- ☐ in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination. (If the property described in the Schedule is for personal, family or household purposes then no security attaches under this section (b) unless the debtor acquires rights in them within 10 days after the Secured Party gives value.)

(c) all proceeds thereof, if any,

(d) all substitutions, replacements and accessions thereto

(the foregoing (a), (b), (c) and (d) hereinafter call the collateral).

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

PAYMENT — 1a. To pay and perform all of the obligations secured by this agreement according to their terms.

DEFEND TITLE — 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.

ASSURANCE OF TITLE — 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.

POSSESSION — 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.

LOCATION — 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without he prior written consent of the Secured Party.

LIENS — 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

TAXES — 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.

REPAIRS — 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

INSURANCE — 1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of Insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

LOAN – USE OF PROCEEDS	1j If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.
CHANGE OF ADDRESS	1k To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.
AFFIXED TO REALTY	1l That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.
	2. GENERAL PROVISIONS
NOTES	2a. Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.
NON-WAIVER	2b Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.
NOTICES	2c Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.
LAW APPLICABLE	2d The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.
DEFAULT	2e The following shall constitute a default by Debtor:
non-payment	Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.
violation	Failure by Debtor to comply with or perform any provision of this agreement.
misrepresentation	False or misleading representations or warranties made or given by Debtor in connection with this agreement.
levy	Subjection of the collateral to levy of execution or other judicial process.
insolvency	Commencement of any insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations.
death	Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations.
impairment of security	Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.
REMEDIES ON DEFAULT acceleration	2f Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default," in effect as of the date of this Security Agreement.
Attorneys' fees	Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.
deficiency	The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.
monies advanced	If the Debtor shall default in the performance of any of the provision of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.
seizure assembling collateral notice of sale	In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.
	2g Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.
FINANCING STATEMENT	2h The Secured Party is hereby authorized to file a Financing Statement
CAPTIONS	2i. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision hereof.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

The terms, warranties and agreements herein contained shall bind and insure to the benefit of the respective parties hereto, and their respective legal representative, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

_____

_____

_____

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops of goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items	*Location, etc.*

The chief place of business of the Debtor, if other than stated in this agreement, is:

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

WAIVER BY LANDLORD AND/OROTHERS

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement.

WITNESS the hand and seal of the undersigned this day of 20 .

_____

_____

Security Agreement
(Chattel Mortgage)

to

Dated, *20*

GUARANTEE

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this day of 20 .

_____ (L.S.)

Residence _____

Business Address _____

Firm Name _____

EXHIBIT E
INTERIM/BOND WAIVER

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, deposes and says: That (s) he is the _____ (title) of «ToCompany» ("Releasor"), that in such capacity (s) he is duly authorized to execute this document and to bind Releasor to its terms. Releasor is a corporation, partnership, limited liability company, individual proprietorship (circle applicable description).	
Lien Waiver: That Releasor, for and in consideration of the payment of $_____ by O&G Industries, Inc. ("Releasee"), does hereby waive, release and discharge any and all rights to any lien, and all claims, against any bond or payment surety provided by Releasee, and against the owner of the project for labor, services, leases, equipment, and/or materials ("Materials and Services") furnished by the releasor, in connection with a construction project known as «ProjectName» ("Project"), located in the State of Connecticut, for the period ending _____ ("Release Date").	Initial _____
The Releasor acknowledges that this payment constitutes full payment less retainage, if applicable, for all materials and/or services provided in connection with the project through the Release Date.	
Affirmation of Payment: That Releasor and the individual signing on behalf of Releasor certify and represent that any and all of Releasor's workers union obligations, if any, through the date covered by Releasor's last invoice or application for payment have been paid in full and further, that all Materials and Services furnished or provided by materialmen or subcontractors of Releasor in connection with the Project through the date covered by Releasor's last invoice or application for payment have been paid in full. Releasor represents that all subcontractors and materialmen covered by this payment plus any applicable taxes will be paid with ten (10) days of receipt of payment by Releasor. Releasor and the individual signing on behalf of Releasor further recognize Releasee is relying on the representations and certifications contained herein in making the payment recited in this document.	Initial _____
Indemnification: That Releasor agrees to indemnify Releasee and to hold it harmless, by reason of any loss or damage sustained by Releasee, including attorney's fees and court costs, and agrees to defend Releasee against any claim, at Releasor's sole expense, made by any of the Releasor's subcontractors, employees, materialmen, union, or taxing authority against Releasee, or against any bond or payment surety provided by Releasee, relating in any way to the Project, and that the rights contained in this agreement shall be in addition to and not in substitution or diminution of the rights of Releasee in other contract documents relating to the Project.	Initial _____
Affirmation of Insurance Coverage: The Releasor further represents that all insurance policies, including all endorsements as required under the contract with Releasee, are in full force and effect and that said insurance policies are not the subject of any existing notice of intent to cancel or notice of non renewal by the issuer of such policies.	Initial _____

If there are exceptions to the representations made in this document, such as reserved claims, they must be detailed in writing in an attachment to this document or they will be considered waived. If there is an attachment, it must be physically attached to and referenced in this document.

Dated at _____, this _____ day of _____, 20____.

Signed, sealed and delivered
In the presence of:

«ToCompany»
Releasor

_____
Witness

By:_____

Its:

_____
Witness

_____
Duly Authorized

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

_____
Commissioner of the Superior Court
Notary Public

EXHIBIT E
FINAL LIEN/BOND WAIVER RELEASE AND INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, deposes and says: That (s)he, is the _____of «ToCompany» (Releasor), that (s)he is familiar with the facts herein stated, and that (s)he, as such _____is authorized to execute this document by Releasor.

That Releasor, for and in consideration of the final payment of $_____ by O&G Industries, Inc. (Releasee), does hereby waive, release, and discharge any and all rights to any lien, and all claims against any bond or payment surety provided by Releasee, and against the Owner of the Project for services, labor and/or materials furnished by the Releasor, in connection with a construction project known as «ProjectName» (Project), located in «ProjectCity», Connecticut.

That Releasor acknowledges that this final payment constitutes full payment for all materials and/or services provided in connection with the Project, including, without limitation, any and all punchlist, or corrective work provided after the signing of this Waiver, Release, and Agreement.

That Releasor and the individual signing on behalf of Releasor further certify and represent that any and all of Releasors workers, union obligations, if any, Subcontractors, and Materialman, have been paid in full for all services and/or materials furnished in connection with the Project. They further recognize Releasee is relying on the truth of the representations and certifications contained herein in making the payment recited in this document.

Releasor agrees to indemnify Releasee and to hold it harmless, by reason of any loss or damage sustained by Releasee, including attorney's fees and court costs and agrees to defend Releasee against any claim, at Releasor's sole expense, made by any of the Releasor's Subcontractors, Employees, Materialman, or Union, against Releasee, or against any bond or payment surety provided by Releasee, relating in any way to the Project, and that the rights contained in this Agreement shall be in addition to and not in substitution or diminution of the rights of Releasee in other contract documents relating to the Project.

If Releasor maintains it has any unresolved claims against Releasee, they must be set forth in a "List of Claims" dated, signed and attached to this document which List must set forth the nature of the claim, the date it was asserted and the amount. Failure to set forth a claim with the foregoing particulars will be considered a waiver of that claim.

Other than claims specifically set forth in the attached "List of Claims", Releasor hereby releases any and all claims, causes of action, arising out of the Project it has against the Releasee and/or the Owner.

Dated at _____, this _____ day of _____, 20____.

Signed, Sealed and Delivered
In the presence of:

«ToCompany»
Releasor

_____
Witness

By: _____

_____
Witness

Its: _____
Duly Authorized

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

_____
Commissioner of Superior Court
Notary Public

EXHIBIT F
INSURANCE REQUREMENTS

COODINATE LIMITS WITH CONTRACT GENERAL CONDITIONS

1 The Trade Contractor shall purchase insurance from an insurance company or companies rated A- or better by A.M. Best Companies lawfully authorized to do business in the state where the project is located. A sample Certificate of Insurance may be furnished to the Trade Contractor. The insurance provisions set forth below are minimum requirements. In the event Contract Documents specify additional coverages and/or amounts of coverage than those set forth below and pertaining to the Trade Contractor's work, then the Trade Contractor shall provide the coverages and/or amounts in accordance with the Contract Documents. Such insurance will protect the Trade Contractor from claims which may arise out of or result from the Trade Contractor's operations under the Subcontract and for which the Trade Contractor may be legally liable, whether such operations be by the Trade Contractor or by a subtrade contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Trade Contractor, and any subtrade contractors engaged by the Trade Contractor, shall obtain the following insurance:

1.1 Workers Compensation Insurance. For all work performed pursuant to this Subcontract, Trade Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amounts required by all applicable statutes, laws, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A. of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the state where the project is located" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the Owner, O&G, and their respective officers and employees. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent).

1.2 Employers' liability insurance for damages because of bodily injury, occupational sickness or disease, or death of the Trade Contractor's employees. Such insurance shall be written with coverage of $1,000,000 each accident /$1,000,000 disease policy limits and $1,000,000 per disease per each employee. A waiver of subrogation endorsement that prohibits the insurance company from enforcing subrogation and recovery rights against the Owner, O&G, and their respective officers and employees, shall be included;

1.3 Commercial general liability insurance written on an "occurrence" basis for damages because of bodily injury, property damage, personal and advertising injury arising out of the Work shall include coverage for:

- All operations and premises of the Trade Contractor;
- All products and completed operations of the Trade Contractor;
- All liability and/or responsibility assumed by the Trade Contractor in the Contract Documents.
- Explosion, collapse and underground (XCU) hazards;
- The Owner and O&G as an additional insured;
- Defense expenses paid in addition to the policy limits;
- Contractual Liability – Railroad (ISO Form CG 24 17 or its equivalent) if Work is within 50 feet of railroad property.

Additional insured coverage shall be provided to the Owner, O&G, and their respective officers and employees, and shall be for both on-going operations via ISO Form CG 2010 (July 2004 Edition or its equivalent) and products and completed operations via ISO Forms CG 2037 (July 2004 Edition or its equivalent). Coverage shall be provided on primary basis with no contribution by the Owner's or O&G's liability insurance. All additional insured endorsements shall be submitted for review and acceptance by O&G.

If additional insured status for the Owner, O&G, and their respective officers and employees is not reasonably available for products and completed operations via ISO form CG 2037 (July 2004 Edition date or its equivalent), O&G may, at its sole discretion, waive such requirement.

Commercial General Liability insurance purchased by the Trade Contractor shall provide the following minimum limits of liability and all coverages shall be maintained during and for at least ten (10) years after final completion of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or

replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required:

$1,000,000 Each Occurrence Limit;
$1,000,000 Personal & Advertising Injury - Per Person or Organization Limit
$2,000,000 General Aggregate Limit –Per Project Basis
$2,000,000 Products-Completed Operations Aggregate Limit

1.4 Automobile Liability insurance for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle and/or trailer that the Trade Contractor owns, hires, leases or borrows or any motor vehicle used on behalf of the Trade Contractor. Automobile liability insurance shall provide coverage for "any auto- Symbol 1" or alternatively "owned autos, non-owned autos, and hired autos – Symbols 2, 8, 9." Automobile Liability insurance shall also include:

- Any equipment that is subject to a compulsory or financial responsibility law or motor vehicle insurance law in the state in which the equipment is principally garaged;
- Pollution liability – Broadened Coverage for Covered Autos – CA 99 48 (09 02) or its equivalent;
- Owner and O&G as additional insured via ISO Form CA 20 48 or its equivalent;
- All liability and/or responsibility assumed by the Trade Contractor in the Contract Documents.
- Contractual Liability – Railroad (ISO Form CA 20 70 or its equivalent) if Work is within 50 feet of railroad property.

Such coverage shall provide minimum limits of $1,000,000 Each Accident - Combined Single Limit and shall be maintained for the life of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or replacing defective work or performing Project work.

1.5 Umbrella Liability insurance for damages because of bodily injury, property damage, personal and advertising injury with, at minimum, the same terms and conditions as the Employers' Liability, Commercial General Liability, and Automobile Liability insurance required by the Subcontract and arising out of the Work.

Umbrella Liability insurance shall include the Owner, O&G, their respective officers and employees, as additional insureds on a primary basis with no contribution by the Owner's or O&G's liability insurance. If additional insured status on a primary and non-contributory basis for the Owner and O&G is not reasonably available, O&G may, at its sole discretion, waive such requirement for the Umbrella Liability insurance.

Umbrella Liability insurance shall be written as excess of Trade Contractor's Employers' Liability, Commercial General Liability and Automobile Liability Insurance and also shall be written to drop down and provide primary insurance, including coverage for defense, for the Trade Contractor in the event that an aggregate limit has been exhausted.

Such insurance purchased by the Trade Contractor shall provide the following minimum limits of liability and shall be maintained during and for at least three years after final completion of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required:

$5,000,000 Each Occurrence
$5,000,000 General Aggregate Limit
$5,000,000 Products-Completed Operations Aggregate Limit

1.6 Trade Contractor's Pollution Liability insurance if the Work involves the handling, abatement, clean-up or removal of any pollutants or hazardous material, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint. The requirement of the Trade Contractor to purchase Trade Contractor's Pollution Liability insurance is at the sole discretion of the O&G.

Trade Contractor's Pollution Liability insurance shall be written with minimum limits of $5,000,000 each claim and $5,000,000 aggregate, and shall include:

- Products and completed operations coverage;
- Premises and Operations
- Owner and O&G as additional insureds;
- All liability assumed by the Trade Contractor in the Contract Documents;

If such insurance is required and purchased by the Trade Contractor, minimum limits of liability shall be maintained during and for at least ten (10) years after final completion of the Subcontract and at all times thereafter when the Trade Contractor may be erecting, removing or replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required.

1.7 Trade Contractors who are performing engineering or other design services in connection with their work shall obtain Professional Liability insurance issued by an insurance company acceptable to O&G having minimum limits of $2,000,000 for each claim and $2,000,000 annual aggregate. Such insurance shall not have a deductible in excess of $50,000 and shall remain in full force and effect from the date hereof until the Substantial Completion Date and for a period of ten (10) years thereafter.

1.8 If any of the foregoing insurance is written with a deductible or self-insured retention, Trade Contractor shall disclose the specifics of such arrangements to O&G and is subject to O&G's approval. Further, a Trade Contractor who is self-insured for any of the foregoing insurance shall disclose the self-insurance arrangements to O&G and is subject to O&G's approval. Approval of such insurance or self-insurance is at O&G's sole discretion. Copies of insurance policies shall be furnished upon request.

1.9 All Risk Equipment Insurance shall be provided by all Trade Contractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

1.10 Unless otherwise provided, Trade Contractor shall purchase Installation Floater insurance protecting Trade Contractor's insurable interest in all materials, equipment, fittings, accessories, wiring and supports and like items until same have been permanently installed in the Project. The Installation Floater insurance shall provide coverage for such property while at the Project site, while in transit and while temporarily stored at a location other than the Project site.

2 The following terms and conditions are applicable to all insurance described above (unless specifically noted otherwise):

2.1 O&G, Owner, any such other entities as may be reasonably requested, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries shall be named as additional insureds under the policies of insurance maintained by the Trade Contractor (with the exception of Workers Compensation and Professional Liability insurance), whether during the performance of the Work or any time thereafter, that may in any respect be applicable to matters, claims or suits arising out of or related to this Contract, and Trade Contractor will submit with the certificate of insurance copies of an endorsement on ISO Form C.G. 20 10 11 85 or equivalent by which all parties required to be listed by Trade Contractor as an additional insured are deemed so listed. In the event that the law of the state in which the project is located (or other applicable law) limits the additional insured coverage requires of Trade Contractor, then Trade Contractor shall be required to obtain additional insured coverage to the fullest extent of coverage and limits allowed by applicable law and this Contract shall be read to conform to such law.

2.2 It is expressly agreed and understood by and between Trade Contractor and O&G that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Trade Contractor and shall not contribute with the Trade Contractor's insurance.

2.3 Prior to commencing the Work, Trade Contractor shall submit Certificates of insurance and supporting additional insured endorsements, acceptable to O&G, including any additional coverages and/or amounts of coverage specified in the Contract Documents. These certificates and the insurance policies required by Paragraph 1 of this Exhibit to the Trade Contract shall contain a provision that coverages afforded under the policies will not be

canceled or allowed to expire or be materially changed until **at least 30 days' prior written notice (10 days' prior written notice for reason of non-payment)** has been given to O&G. If any of the foregoing insurance coverages are required to remain in force after final completion of this Contract, additional certificates evidencing continuation of such coverage shall be submitted to O&G annually. Attached hereto is a sample certificate.

2.4 Trade Contractor agrees that the amount of insurance available to O&G and the additional insureds shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Subcontract.

2.5 To the extent permitted by law, Trade Contractor hereby waives all rights of recovery from O&G, the Owner and any other entities added as additional insureds, including but not limited to rights of subrogation, with respect any matter, claim or suit that is to be covered by insurance to be maintained by Trade Contractor pursuant to the Contract Documents. All insurance policies required pursuant to this Exhibit to the Trade Contract shall be endorsed to prohibit the insurance company from enforcing subrogation and recovery rights.

2.6 Trade Contractor shall advise O&G of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Likewise, a Trade Contractor who is self-insured for any of the foregoing insurance shall disclose the self-insurance arrangements to O&G. Approval of any such deductible, self-insured retention or self-insurance is at O&G's sole discretion. If approved by O&G, Trade Contractor shall be solely responsible for and agrees to pay and/or reimburse O&G, as the case may be, for any such deductible, self-insured retention or self-insurance.

2.7 Upon request, Trade Contractor shall furnish copies of any of the insurance policies required in this Exhibit to this Trade Contract. Receipt of copies of insurance policies or certificates of insurance does not waive O&G's right to enforce any terms of this Contract.

2.8 Trade Contractor shall require all its subtrade contractors to provide the same insurance as required of the Trade Contractor in this Exhibit, including adding the Owner and O&G as additional insured where required. As to the insurance required of its subtrade contractor, the Trade Contractor agrees to obtain from the subtrade contractor's insurance company (or authorized agent) certificates of insurance as evidence of the required insurance, including the provision that all policies will not be canceled or allowed to expire or be materially changed until at least 30 days' prior written notice (10 days' prior written notice for reason of non-payment) has been given to O&G. Such certificates of insurance shall be filed with and acceptable to O&G prior to the execution of this Contract.

2.9 Information concerning reduction of limits due to claims paid under the **General Aggregate or the Products and Completed Operations Aggregate**, or both, shall be furnished by the Trade Contractor to O&G with reasonable promptness in accordance with the Trade Contractor's information and belief.

2.10 Failure of Trade Contractor to provide the insurance set forth in this Exhibit or any proof of insurance as herein described may, at the option of O&G result in this Contract being terminated for cause, or in lieu of such action O&G at its option shall have the right to maintain all said insurance for and in the name of the Trade Contractor and Trade Contractor agrees to pay for the cost thereof and O&G may deduct such cost from monies otherwise due the Trade Contractor.

2.11 If, in O&G's discretion, O&G is concerned that any insurance company selected by Trade Contractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poor's or Moody's rating), O&G may require that Trade Contractor provide replacement insurance coverage through an insurance company satisfactory to O&G.

3 Unless expressly stated otherwise, Builder's Risk Property insurance will NOT be provided by the Owner or O&G.

3.1 If provided, Builder's Risk insurance shall be purchased in a company or companies lawfully authorized to do business in the state where the project is located and be written on a builder's risk "all risk" or equivalent policy form in the amount of this Contract, plus the value of subsequent Contract modifications and cost

of materials supplied or installed by others, excluding Trade Contractor's tools and equipment, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in this Contract or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 5 of the Trade Contract or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph, whichever is later. This insurance shall include interests of the Owner, O&G, the Trade Contractor and subtrade contractors in the Project. If O&G provides the Builder's Risk Property insurance, the deductible shall be the responsibility of the affected Trade Contractor. If the Owner provides the Builder's Risk Property insurance and the Owner/O&G Contract provides that O&G is responsible for the deductible, the affected Trade Contractor shall, nevertheless, be responsible to O&G for that portion of the deductible attributable to the Trade Contractor.

3.2 Regardless of the existence of Builder's Risk Property Insurance, Trade Contractor shall be responsible for any loss, damage, injury and/or loss of use of any of its tools or equipment.

3.3 Builder's Risk Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, theft, earthquake, flood, testing and startup, and limited debris removal, and shall cover reasonable compensation for Architect's and Trade Contractor's services and expenses required as a result of such insured loss.

3.4 Waivers of Subrogation. The Owner, O&G and Trade Contractor waive all rights against (1) each other and any of their subtrade contractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described herein, if any, and any of their subtrade contractors, subtrade contractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Property insurance obtained pursuant to this Paragraph 3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by O&G as fiduciary. The Owner, O&G, or Trade Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the Trade Contractors, subtrade contractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of such rights shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.5 A loss insured under the Builder's Risk Property insurance described herein shall be adjusted by the Owner or O&G as the case may be as fiduciary and made payable to the Owner or O&G as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Trade Contractor shall pay subtrade contractors their just shares of insurance proceeds received by the Trade Contractor, and by appropriate agreements, written where legally required for validity, shall require subtrade contractors to make payments to their sub-subtrade contractors in similar manner.

3.6 Equipment Breakdown Coverage. The Owner or O&G shall have the option to purchase and maintain equipment breakdown insurance required by this Contract or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, O&G, Trade Contractors, and subtrade contractors in the Work, and the Owner and O&G shall be named insureds.

3.7 If Builder's Risk Property insurance is provided, partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and O&G shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

3.8 In the event that Builder's Risk Property Insurance is not being furnished, Trade Contractor shall purchase Installation Floater insurance protecting Trade Contractor's insurable interest in all materials, equipment, fittings, accessories, wiring and supports and like items until same have been permanently installed in the Project. The Installation Floater insurance shall provide coverage for such property while at the Project site, while in transit and while temporarily stored at a location other than the Project site.

1. GENERAL

A. Prior to the Construction Manager signing the contract agreement, he will require the trade contractor(s) to furnish separate performance and payment bonds covering the faithful performance of the trade contract agreement.

The performance bond and the payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

B. The Performance Bond and the Labor and Material Bond (Payment Bond) shall each be on the forms enclosed in this section.

The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.

Provide three (3) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.

C. The Contractor(s) shall include in his proposal amount the total premiums for the performance and payment bonds.

D. The Bonds will be executed by a Surety Company or Companies with an AM Best Rating of A-VII or better that are authorized to do business in the State of Connecticut and who are acceptable to the Construction Manager. The cost of these Bonds is to be paid for by the contractor and included in his bid.

Performance Bond

CONTRACTOR (a/k/a Trade Contractor): (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address): City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner for the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications. The Surety also waives its right to terminate the bond in the event of bankruptcy by the Contractor.

3. The condition of this obligation is such that if the Contractor promptly and faithfully performs all the covenants and conditions of the Construction Contract on its part including during any warranty and guaranty period, then the obligation under this Bond shall be void.

4. The Surety's obligation under this Bond shall arise after the Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. The Contractor's filing of a petition of bankruptcy, voluntary or involuntary, is an event of default on the bond regardless of whether a formal declaration of Contractor default has been sent:

   4.1 The Construction Manager has notified the Contractor and the Surety by mail postage prepaid at the address shown above that the Construction Manager is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the

Contractor and the Surety to be held no later than ten days after the mailing of such notice to discuss the methods of performing the contract.

4.2 The Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. Such default shall not be declared earlier than fourteen days after the notice referred to in 4.1 has been sent.

4.3 The Construction Manager has agreed to pay the balance of the Contract Price, if any, to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of such contract.

5. Upon the occurrence of the conditions set forth in Paragraph 4, the Surety shall, within twenty (20) days, take one of the following actions:

5.1 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or;

5.2 Arrange for a contract to be prepared for execution by the Construction Manager and the Contractor selected by the Surety with the Construction Manager's concurrence to be secured with performance and payment bonds equivalent to the bonds issued on the Construction Contract and to pay the Construction Manager the amount of damages as described in Paragraph 8 in excess of the balance of the Contract Price incurred by the Construction Manager resulting from the Contractor's default;

6. The Surety may waive its right to perform or obtain a new Contractor and within twenty days of default of the Contractor:

6.1 Tender payment to the Construction Manager for the amount which it may be liable to the Construction Manager for or;

6.2 Deny liability in whole or in part and notify the Construction Manager within said twenty days citing the reasons therefor.

7. If the Surety does not proceed as provided in Paragraph 5 or 6, the Surety shall be deemed in default and the Construction Manager shall be entitled to enforce any remedy available to it. If the Construction Manager refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice, the Construction Manager shall be entitled to enforce any remedy available to the Construction Manager.

8. If the Surety elects to act under Subparagraph 5.1 or 5.2 above, then the responsibilities of the Surety to the Construction Manager shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Construction Manager to the Surety shall not be greater than those of the Construction Manager under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Construction Manager of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and additional legal, design professional and delay costs resulting from the Surety's failure to perform its obligations as set forth in this Bond; and

8.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor to the Construction

Manager and the Owner. The cost of Supplemental Forces as provided for in the Construction Contract shall not be in lieu of liquidated damages.

9. The Construction Manager's right, if exercised, under the Construction Contract to supplement the construction forces of the Contractor shall continue post default of the Contractor or until the Surety acts under 5.1, 5.2, 6.1 or 6.2 and the reasonable cost thereof shall be a deduct from the Construction Contract balance.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Connecticut and shall be instituted within the applicable statute of limitations for contract actions after Contractor defaults or within the applicable statutes of limitations for contract actions after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

12. No right of action shall accrue on this bond to any person or entity other than the Construction Manager, the Owner or their heirs, executives, administrators, successors or assigns. The Construction Manager retains the right of setoff of any obligations of the Contractor to the Construction Manager or to any business entity in which the Construction Manager has a controlling interest.

13. In the event that the surety assumes the contract or obtains a bid or bids for the completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR (Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title:

Payment Bond

CONTRACTOR : (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address): City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date: Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications.

3. With respect to the Construction Manager and Owner, this obligation shall be null and void if the Contractor:

   3.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   3.2 Defends, indemnifies and holds harmless the Construction Manager and Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract., provided the Construction Manager or Owner has promptly notified the Contractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety and

provided there is no Owner default.

4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

5. The Surety shall have no obligation to Claimants under this Bond until:

5.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety, and sent a copy, or notice thereof, to the Construction Manager and Owner stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claims.

5.2 Claimants who do not have a direct contract with the Contractor.

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Construction Manager and the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Construction Manager and the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by Paragraph 5 is given by the Owner or Construction Manager to the Contractor or to the Surety, that is sufficient compliance.

7. When the Claimant has satisfied the conditions of Paragraph 5, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner and the Construction Manager, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under this Section 7 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However. if the Surety fails to discharge its obligations under this Section 7, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Construction Manager or by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Construction Manager and Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Construction Manager and Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Construction Manager and Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notice on behalf of, or otherwise have obligations under this Bond.

11. Any proceeding, legal or equitable, under the Bond, must be instituted in a court of competent jurisdiction in Connecticut within two years after Claimant ceased providing materials or equipment or services to the Project.

12. Notice to the Surety, Construction Manager, Owner or the Contractor shall be mailed or delivered to the address shown above. Actual receipt of notice by Surety, Construction Manager, Owner or Contractor, however, accomplished, shall be sufficient compliance as of the date received at the address shown above.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITION**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. Included within the definition, Claimant is the Construction Manager to the extent it has furnished labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished. In addition, the Surety shall be obligated to include in the payment of the Bond any interest, costs, or attorney's fees imposed on the Contractor under the provisions CGS 42-158(o) to which act specific reference is made.

15.2 Construction Contract: The agreement between the Construction Manager and the Contractor, identified above, including all Contract Documents and changes thereto.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR(Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title

EXHIBIT H

PROJECT LABOR AGREEMENT ACCEPTANCE OF AGREEMENT

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **Bennie Dover Jackson Middle School**, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **Bennie Dover Jackson Middle School** between O&G Industries, Inc., in its capacity as Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Telephone number _____

Fax Number _____

E-Mail _____

SECTION 00 73 16 - SAMPLE CERTIFICATE OF INSURANCE

1. The trade contractor shall provide insurance coverage with the following limits and in accordance with the attached Sample Certificate of Insurance for the project. The following minimum limits shall be met:

   Bodily Injury and Property Damage – One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate
   Products or Completed Operations – One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate
   Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars ($2,000,000.00) each occurrence
   Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars ($1,000,000.00) combined single limit for each accident.

   The contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

2. The trade contractors below shall provide insurance per the sample certificate insurance and where indicated shall provide professional and/or pollution insurance. This matrix does not alleviate the contractor from providing the required insurance for their scope of work and each contractor is required to consult with their respective insurer to comply with all aspects required under this contract.

Trade Package	REQUIRED INSURANCE (check mark)	
	PROFESSIONAL	*POLLUTION*
1.01 – Corridor Ceiling Removal	X	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Subcontractor's Agent Name and Address	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AM Best Rated A-, VII or better	
INSURER B : AM Best Rated A-, VII or better	
INSURER C : AM Best Rated A-, VII or better	
INSURER D : AM Best Rated A-, VII or better	
INSURER E : AM Best Rated A-, VII or better	
INSURER F : AM Best Rated A-, VII or better	

INSURED: Subcontractor's Name and Address

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	X	X	CG0001 12/07			EACH OCCURRENCE	$ 1,000,000
	☑ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	☐ CLAIMS-MADE ☑ OCCUR			CG2010 07/04			MED EXP (Any one person)	$ 5,000
				CG2037 07/04			PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC			NO XCU EXCLUSIONS				$
	AUTOMOBILE LIABILITY	X	X	CA 9948 09/02			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☑ ANY AUTO			CA 2048			BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☑ UMBRELLA LIAB ☑ OCCUR	X	X	FOLLOW FORM			EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC000313			☑ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		USL&H if any			E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)			INCLUDES EXEC. OFFICERS, SOLE PROP. APPLIES TO WC LAW IN CT, CT AS 3A STATE			E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability			IF WORK INCLUDES DESIGN			Each Claim/Agg $2,000,000/$2,000,000	
	Pollution Liability	X	X	IF WORK INCLUDES HAZMAT			Each Occ/Agg $5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320

City of New London, Perkins Eastman Architect, PC and O&G Industries, Inc. are additional insureds under the General Liability, AutoLiability, Excess Liability andPollution Liability policies on a primary and non-contributory basis. Each policy will be endorsed to provide 30 days notice of cancellation to O&G Industries, Inc. All policies should also include a Waiver of Subrogation.

SAMPLE

CERTIFICATE HOLDER

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06780

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of New London and O&G Industries, Inc.	Project Name:Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of New London and O&G Industries, Inc..	Project Name: Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

© ISO Properties, Inc., 2004

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): O&G Industries, Inc., City of New London

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

SAMPLE

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (VTC2HUB-2399A54-2-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

SAMPLE

DATE OF ISSUE: 05-29-13 ST ASSIGN:

POLICY NUMBER: ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06790

ADDRESS:

SAMPLE

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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LIMITED HAZARDOUS BUILDING MATERIALS SURVEY REPORT - CORRIDOR CEILING REPLACEMENT PROJECT

for

Bennie Dover Jackson Middle School
36 Waller Street
on, Connecticut 06320

Prepared For:

Ms. Dedra Aker
Purchasing Agent
City of New London
Department of Finance-Purchasing Agent
13 Masonic Street
New London, Connecticut 06320

Prepared By:

Langan CT, Inc.
555 Long Warf Drive
New Haven, CT 06511

Matthew A. Myers
Senior Project Manager

7 September 2019
140211801

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ACRONYMS

US EPA	United States Environmental Protection Agency
AHERA	Asbestos Hazard Emergency Response Act
OSHA	Occupational Safety and Health Administration
CFR	Code of Federal Regulation
NESHAPS	National Emission Standards for Hazardous Air Pollutants
HUD	Housing and Urban Development
CT DPH	Connecticut Department of Public Health
CT DEEP	Connecticut Department of Energy and Environmental Protection
RCRA	Resource Conservation and Recovery Act
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
ACM	Asbestos Containing Materials
LBP	Lead-Based Paint
PCB	Polychlorinated Biphenyls (PCB)
SF	Square Feet
LF	Linear Feet
mg/cm^2	Milligrams per square centimeter
XRF	X-ray Fluorescence
TCLP	Toxicity Characteristic Leaching Procedure
AAS	Atomic Absorption Spectrometry

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Hazardous Building Materials (HBM) Survey Report on behalf of the City of New London to identify accessible hazardous building materials that may exist in limited corridor area ceilings of the Bennie Dover Jackson Middle School at 36 Waller Street, New London, Connecticut. The original school building was constructed in 1937 (approximately 21,500 square feet), with additions in 1952 (approximately 54,000 square feet) and 1992 (approximately 81,000 square feet). The main objective of this survey/report is to identify the presence or absence of accessible asbestos-containing materials (ACM) in building materials to be replaced by the limited corridor ceiling replacement project.

Pertinent details pertaining to the building subject to this survey are summarized in the following table.

PROJECT INFORMATION

Client Name:	Ms. Dedra Aker Purchasing Agent City of New London 13 Masonic Street New London, Connecticut	Property Visit Date:	29 & 30 August and 3 September 2019
Professional's project #:	140211801	Construction Dates:	Original Building: 1937 Additions: 1952 and 1992
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Two to Four
Email:	mmyers@langan.com	Bldgs. Gross Footage:	Approximately 156,500 Square Feet
Property Address:	36 Waller Street		
Property Town, State:	New London, Connecticut	Property Use:	Public Middle School

The following sections summarize Hazardous Building Materials findings for the building(s) surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was historically used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, ceiling tiles/panels, thermal system insulation, fireproofing insulation, adhesives, roofing materials, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than 1% by weight is considered as ACM by the United States Environmental Protection Agency (US EPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered "positive" while a material that does not contain asbestos or asbestos is detected in concentrations less than 1% by weight are considered "negative". However, the Occupational Safety and Health Administration (OSHA) considers any amount of asbestos as regulated and some landfills/states consider building materials containing less than 1 percent asbestos as asbestos containing/contaminated waste.

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain

ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CT DPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Asbestos Survey

During this survey, suspect ACM were separated into three US EPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials and other materials. State of Connecticut DPH licensed asbestos inspectors Matthew Myers (#000041) and Willie Thompson (#000673) performed the survey.

ACM Results Summary

Bulk sampling results are included in Table 1 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the US EPA, samples were analyzed by individual layers (e.g. floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the

Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116 and Non-friable Organically Bound (NOB) (e.g. flooring materials, roofing materials, mastics) may have been additionally analyzed using PLM Point Count. The samples were analyzed by EMSL of Cinnaminson, New Jersey accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the US EPA protocol and criteria, the following materials were determined to be non-ACM:

Table 1 – Summary of Non-Asbestos-Containing Materials

Material	Location	Sample ID
Original 1937 Building		
Ceiling Tiles – Miscellaneous Materials	Corridors Throughout	082901-03
Roofing Debris – Miscellaneous Materials	Third Floor Corridor on top of Ceiling Tiles	082904-06
1952 Addition		
Ceiling Tiles – Miscellaneous Materials	Corridors in Areas of Planned Work (see Appendix B)	082912-14
Roofing Debris – Miscellaneous Materials	Second Floor Corridors on top of Ceiling Tiles	082915-17
1992 Addition		
Ceiling Tiles – Miscellaneous Materials	Corridors Throughout	082918-23
Sheetrock and Taping Compound	Corridors and Attic	082930-35

DISCLAIMERS: Reasonable care was taken to identify suspect asbestos containing materials through visual inspection. However, it is not feasible to uncover all materials that may exist. Additional materials may need to be sampled during the selective demolition process if additional materials are discovered that have not been previously sampled. A total of six roofing debris samples (from debris lying on top of ceiling tiles) were collected and found not to contain asbestos. It is a possibility that some of the roofing debris contains asbestos but representative bulk sampling has not identified asbestos. Additional sampling may be required for wall or other building materials if they are to be removed/disturbed by ceiling replacement.

3.0 UNIVERSAL WASTE ASSESSMENT

Universal wastes include suspect PCB/DEHP (di (2-ethylhexyl) phthalate) ballasts/capacitors associated with light fixtures, air conditioner and refrigerator coolants, mercury-containing florescent and other mixed used high intensity light bulbs, smoke detectors and other alarms/sensors containing suspect radioactive materials, batteries and emergency lighting, exit and other signage, mercury-containing thermostats, switches, gauges and other materials.

All universal waste that is present and will be removed/replaced by this limited ceiling replacement project will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Hazardous Building Materials Survey:

No asbestos containing materials were identified in the planned areas of ceiling replacement. Additional sampling may be required for materials that have not been sampled to date if they are to be disturbed/removed as part of this limited corridor ceiling replacement project.

All universal waste that is present and will be removed/replaced by this limited ceiling replacement project will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

5.0 LIMITATIONS

The conclusions and recommendations presented in this report are professional opinions based solely upon Langan's visual observations, laboratory test data, and current regulatory requirements. These conclusions and recommendations are intended exclusively for the purpose stated herein, at the site indicated, and for the project indicated.

It is important to recognize that even the most comprehensive scope of services may fail to detect all hazmat that may be associated with the property. Therefore, Langan cannot act as

insurers and cannot "certify" that all hazmat associated with the property have been identified, and no expressed or implied representation or warranty is included or intended in our report, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

Any suspect material that is not listed in this report must be assumed as ACM, PCBs, lead-based paint, etc. until confirmed otherwise via laboratory testing.

\\langan.com\data\NH\data8\140211801\Project Data_Discipline\Hazardous Building Materials\HBM Survey Report - Corridor Ceilings\Limited Corridor Ceiling Replacment HBM Report.doc

Appendix A

Asbestos Analytical Laboratory Results and Chain of Custody

OrderID: 041926130

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041526130

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

2015 SEP 3 AM 9:54

Company: Langan CT	**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note instructions in Comments: Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*
Street: 555 Long Wharf Drive	
City: New Haven **State/Province:** CT	**Zip/Postal Code:** 06511 **Country:** USA
Report To (Name): Matthew Myers	**Telephone #:** 203.562.5771
Email Address: MMyers@Langan.com	**Fax #:** 203.789.6142 **Purchase Order:**
Project Name/Number: 140111801	**Please Provide Results:** ☐ Fax ☒ Email Public School
U.S. State Samples Taken: CT	**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM – Bulk (reporting limit)

- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%
- Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NY ELAP Method 198.1 (friable in NY)
- ☐ NY ELAP Method 198.6 NOB (non-friable-NY)
- ☐ OSHA ID-191 Modified
- ☐ Standard Addition Method

TEM – Bulk

- ☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
- ☐ NY ELAP Method 198.4 (TEM)
- ☐ Chatfield Protocol (semi-quantitative)
- ☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
- ☐ TEM Qualitative via Filtration Prep Technique
- ☐ TEM Qualitative via Drop Mount Prep Technique

Other

- ☐ Bennie Dover Jackson Middle School New London CT

☒ Check For Positive Stop – Clearly Identify Homogenous Group (see notes on state)

Date Sampled: 8/29, 8/30 & 9/3/15

Samplers Name: Matt Myers **Samplers Signature:**

Sample #	HA #	Sample Location	Material Description
082901	ND	3rd Floor corridor 1937 original Bldg	Ceiling Tiles
02		2nd	"
03		1st	"
04		3rd Floor Corridor on PP of ceiling tiles	Roof Debris
05		"	"
06		"	"
071		3rd Toilet Room Boys	Ceiling Tiles
08		Classroom 334	"
09		" 328	"

Analyze All

Stop if positive

Analyze All

Client Sample # (s):

Total # of Samples: 39 AMP

Relinquished (Client): **Date:** 9/4 **Time:** 3pm

Received (Lab): **Date:** 9-5-15 **Time:** 9:20

Comments/Special Instructions:

OrderID: 041926130

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041926130

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

RECEIVED
CINNAMINSON, NJ
2019 SEP -5 AM 9:54

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
082910	ND	Classroom 222 1937 original Bldg	Ceiling Tile
11		Room 1 (Music/Health Suite 1952 Addition	↓
12		2nd Floor Corridor office	Ceiling Tile 257
13			244
14			241
15			Roof Debris (on top ceiling tiles) 245
16			241
17			241
18		4th Floor Corridor 1993 Addition	Ceiling Tiles
19		↓	
20		2nd Floor Corridor	
21		↓	
22		1st Floor Corridor	
23		3rd Floor Corridor	
24A		4th Floor Rm 419	2x4 Ceiling Tiles
24B		↓	↓
25A		3rd Floor Media Center	2x2 Ceiling Tiles
B		↓	↓
26A		4th Girls Toilet	Ceiling Tiles
B		3rd Boys Toilet	↓
27		Classroom 401	
28		Room 304	
29		Main offices	

Analyze All

Stop 1st positive

Stop 1st positive

Stop 1st positive

Analyze All

*Comments/Special Instructions:

Controlled Document – Asbestos COC – R6 – 11/29/2012

OrderID: 041926130

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(Lab Use Only)*: 041926130

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

RECEIVED
EMSL
CINNAMINSON, N.J.
2010 SEP -5 AM 9:54

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
082930	ND	4th Floor Corridor (1902 Wall)	Sheetrock
31	↓	3rd +	↓
32		Attic	
33		4th Floor Corridor	Taping Compound
34		3rd +	↓
35	↓	Attic	

Insulate All

*Comments/Special Instructions:

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	041926130
Customer ID:	LANG78
Customer PO:	
Project ID:	

Attention: Matthew Myers
Langan Engineering & Environ. Services
Long Wharf Maritime Center
555 Long Wharf Drive
New Haven, CT 06511
Project: 140211801 / Bennie Dover Jackson Middle / New London, CT

Phone:	(203) 562-5771
Fax:	(203) 789-6142
Received Date:	09/05/2019 9:20 AM
Analysis Date:	09/05/2019 - 09/06/2019
Collected Date:	08/29/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
082901 *041926130-0001*	3rd Floor Corridor 1937 Original Bldg - Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082902 *041926130-0002*	2nd Floor Corridor 1937 Original Bldg - Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082903 *041926130-0003*	1st Floor Corridor 1937 Original Bldg - Ceiling Tiles	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
082904 *041926130-0004*	3rd Floor Corridor on Top of Ceiling Tiles - Roof Debris	Black Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
082905 *041926130-0005*	3rd Floor Corridor on Top of Ceiling Tiles - Roof Debris	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082906 *041926130-0006*	3rd Floor Corridor on Top of Ceiling Tiles - Roof Debris	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082907A *041926130-0007*	3rd Toilet Room Boys - Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082907B *041926130-0008*	3rd Toilet Room Boys - Ceiling Tiles	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
082908 *041926130-0009*	Classroom 334 - Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082909 *041926130-0010*	Classroom 328 - Ceiling Tiles	Brown/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
082910 *041926130-0011*	Classroom 222 1937 Original Bldg - Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082911 *041926130-0012*	Room 1 - Ceiling Tiles	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
082912 *041926130-0013*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Ceiling Tiles	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
082913 *041926130-0014*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Ceiling Tiles	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected

Initial report from: 09/06/2019 09:57:28

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	041926130
Customer ID:	LANG78
Customer PO:	
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
082914 *041926130-0015*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Ceiling Tiles	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082915 *041926130-0016*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Roof Debris (On Top Ceiling Tiles)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082916 *041926130-0017*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Roof Debris (On Top Ceiling Tiles)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082917 *041926130-0018*	2nd Floor (Music/ Health to Custodial Office 1952 Addition Corridor) - Roof Debris (On Top Ceiling Tiles)	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
082918 *041926130-0019*	4th Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082919 *041926130-0020*	4th Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082920 *041926130-0021*	2nd Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
082921 *041926130-0022*	2nd Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	White Fibrous Homogeneous	30% Cellulose 60% Min. Wool	10% Non-fibrous (Other)	None Detected
082922 *041926130-0023*	1st Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	Gray/White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082923 *041926130-0024*	3rd Floor Corridor 1993 Addition - ~~Roof Debris (On Top~~ Ceiling Tiles)	White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082924A *041926130-0025*	4th Floor Rm 419 1993 Addition - 2x4 Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
082924B *041926130-0026*	4th Floor Rm 419 1993 Addition - 2x4 Ceiling Tiles	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082925A *041926130-0027*	3rd Floor Media Center 1993 Addition - 2x2 Ceiling Tiles	White Fibrous Homogeneous	5% Cellulose 70% Min. Wool	25% Non-fibrous (Other)	None Detected
082925B *041926130-0028*	3rd Floor Media Center 1993 Addition - 2x2 Ceiling Tiles	White Fibrous Homogeneous	5% Cellulose 70% Min. Wool	25% Non-fibrous (Other)	None Detected

Initial report from: 09/06/2019 09:57:28

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	041926130
Customer ID:	LANG78
Customer PO:	
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
082926A *041926130-0029*	4th Girls Toilet 1993 Addition - Ceiling Tiles	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
082926B *041926130-0030*	3rd Boys' Toilet 1993 Addition - Ceiling Tiles	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
082927 *041926130-0031*	Classroom 401 1993 Addition - Ceiling Tiles	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082928 *041926130-0032*	Room 304 1993 Addition - Ceiling Tiles	White Fibrous Homogeneous	40% Cellulose 40% Min Wool	20% Non-fibrous (Other)	None Detected
082929 *041926130-0033*	Main Offices 1993 Addition - Ceiling Tiles	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
082930 *041926130-0034*	4th Floor Corridor 1990 Addition - Sheetrock	White Fibrous Homogeneous	10% Cellulose 5% Glass	85% Non-fibrous (Other)	None Detected
082931 *041926130-0035*	3rd Floor Corridor 1990 Addition - Sheetrock	Brown/White Fibrous Homogeneous	10% Cellulose 5% Glass	85% Non-fibrous (Other)	None Detected
082932 *041926130-0036*	Attic 1990 Addition - Sheetrock	Brown/White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
082933 *041926130-0037*	4th Floor Corridor 1990 Addition - Sheetrock Taping Compound	White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082934 *041926130-0038*	3rd Floor Corridor 1990 Addition - Sheetrock Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
082935 *041926130-0039*	Attic 1990 Addition - Sheetrock Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Daniel Blake (22)
Seri Smith (17)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 09/06/2019 09:57:28

Appendix B

Building Drawing

LIMITED CEILING DEMOLITION GENERAL NOTES:

A. INCIDENTAL MECHANICAL AND ELECTRICAL COMPONENTS INDICATED ON PLAN.

B. ADD SPRINKLER HEADS AND CAPS TO EXISTING SPRINKLERS TO COMPLETE COVERAGE ABOVE DEMOLISHED CEILING ELEMENTS.

C. COORDINATE ALL WORK WITH DISTRICT BOARD OF EDUCATION, MUNICIPAL AND STATE AUTHORITIES HAVING JURISDICTION.

D. PROTECT ALL EXISTING TO REMAIN BUILDING ELEMENTS IN PLACE. RESTORE ANY DAMAGED ELEMENTS TO PREVIOUS CONDITION AND FINISH AFTER CONSULTING.

E. SUPPORT ALL EXISTING TO REMAIN ELEMENTS AFFECTED BY DEMOLITION.

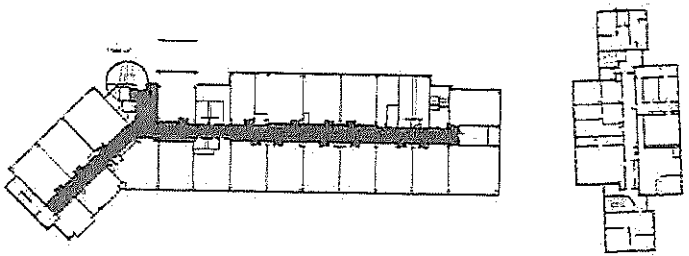
F. COORDINATE WORK WITH INFORMATION AS PROVIDED BY HAZMAT AND EXISTING CONDITIONS DOCUMENTATION.

CEILING DEMOLITION AREA BY FLOOR

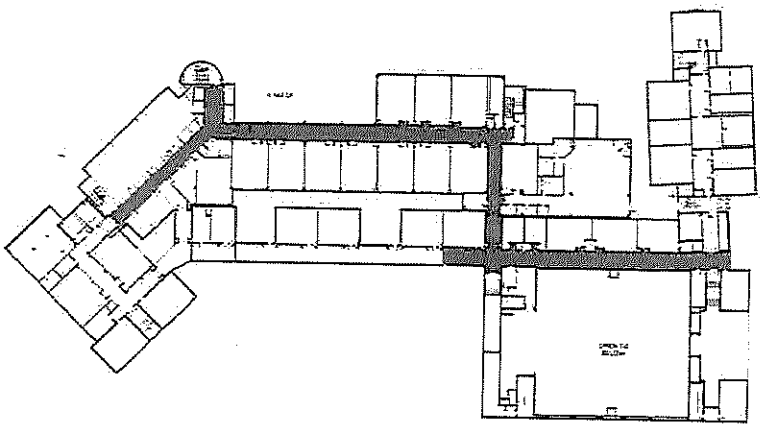
BASEMENT	N/A
FIRST FLOOR	1 140 SF
SECOND FLOOR	6 340 SF
THIRD FLOOR	3 776 SF
ADJUSTM FLOOR	3 568 SF
ATT C	N/A
TOTAL DEMO AREA	14 554 SF

CEILING DEMOLITION KEY

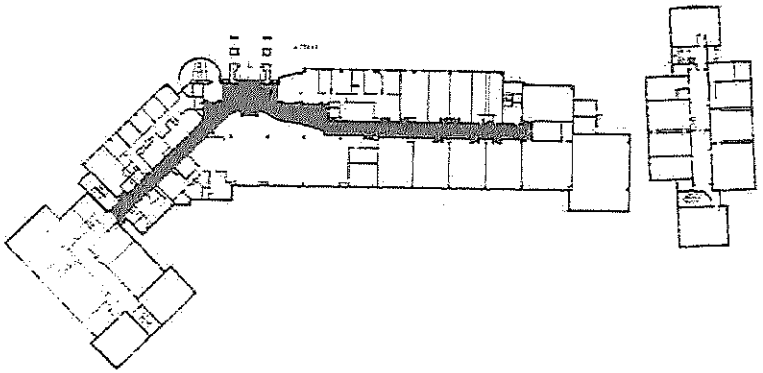
REMOVE COMPLETELY



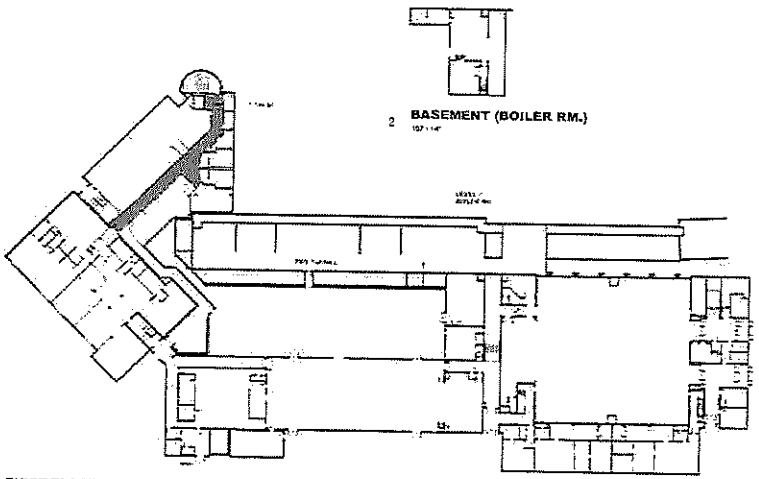
5 **FOURTH FLOOR**



3 **Level 1**



4 **THIRD FLOOR**



2 **BASEMENT (BOILER RM.)**

1 **FIRST FLOOR**

PERKINS EASTMAN

BENNIE DOVER JACKSON MIDDLE SCHOOL

PHASE 1 DEMOLITION OVERVIEW

DM-002

August 07, 2015

Appendix C

Langan Certifications and Accreditations

LANGAN

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-744164	000077	04/30/20

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE

COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-744162	000191	04/30/20

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE

COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-744165	000041	04/30/20

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE

COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-744163	000058	04/30/20

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE

COMMISSIONER

QuES&T

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappingers Falls, NY 12590
Phone (845) 298-6031 Fax (845) 298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE II AND HAS BEEN AWARDED THIS CERTIFICATE BY:



PAUL A. RODRIGUEZ
TRAINING DIRECTOR

NOTE: [illegible] Proof of successful completion of 29CFR1926.21 Certificate of Completion of Hazardous Safety Training

NOTE: [illegible] A $20 fee shall be charged for replacement of Certificate of Completion DOT 2032

ON THIS DATE: 9/6/2018

CERTIFICATE NUMBER: 816230 EXPIRATION DATE: 9/6/2019

State of Connecticut

Lookup Detail View

Name

Name
WILLIE L THOMPSON

License Information

lookup

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Asbestos Consultant-Inspector	673	08/31/2020	03/27/2007	Willie L. Thompson	ACTIVE	CURRENT	None

Generated on: 9/7/2019 1:22:06 PM

ATC GROUP SERVICES LLC

104 East 25th Street, New York, NY 10010
(212) 353-8280

Willie Thompson III

Has Successfully Completed the Accredited 4 Hour EPA-AHERA/ASHARA under 40 CFR 763 and the New York State Department of Health Approved Course for

Asbestos Inspector Refresher

On

January 29, 2019

**** Please note that the official record of successful completion is the DOH 2832 Certificate of Asbestos Safety Training. ****

This course meets the requirements of TSCA Title II

Certificate#: NYS –RHIIIR-22078 **Exam date: 01-29-19** **Expiration Date: 01-29-20**

Course Location: 21 West 38th Street, New York, NY

Signed: _____

Fitzroy N. Scott, Director of Training

BENNIE DOVER JACKSON MIDDLE SCHOOL
ALTERATION & EXTENSION PROJECT

36 Waller St, New London, CT 06320

State Project No. 095-0091 / MAC/A

Owner:	Construction Manager:	Owner's Representative:	Civil / Site:	Landscape:	Structural:	Mechanical, Electrical, Plumbing & Fire Protection:	Technology and Security:	Food Service:	Acoustical Consultant:	Sustainability Consultant:	Cost Estimator:
City of New London	**O & G Industries**	**Colliers International**	**Milone & MacBroom**	**Richter & Cogan**	**BVH Integrated Services**	**Diversified Technology Consultants**	**D'Agostino & Associates**	**Food Service Facilities International**	**Acentech**	**Atelier Ten**	**Pan American Consulting Services**
c/o David McBride City Hall 181 State Street New London, CT 06320	112 Wall Street Torrington, CT 06790, CT 06790 860.489.9261	135 New Road Madison, CT 06443 860.766.0055	99 Realty Drive Shelton, CT 06410 203.271.1773	Avon Park North P.O. Box 587, 68 Canal Court, Avon, CT 06001 860.678.0569	286 West Newberry Road Bloomfield, CT 06002 860.286.0171	2321 Whitney Avenue, Suite 301 Hamden, CT 06518 203.230.4200	1266 E. Main Street Stamford, CT 06902 203.539.6164	137 Elm Place New Canaan, CT 06840 203.972.1525	33 Moulton Street Cambridge, MA 02138 617.499.8000	736 Chapel Street New Haven, CT 06510 203.777.1400	362 Toby Hill Road East Haddam, CT 06423 860.873.1106

DRAWING SCHEDULE

01 - GENERAL

G-001	COVER & SHEET INDEX

07 - DEMOLITION

DM-002	PHASE 1 DEMOLITION OVERVIEW PLANS

BOARD OF EDUCATION CHAIR SIGNATURE: _____

BUILDING COMMITTEE CHAIR SIGNATURE: _____

BUILDING OFFICIAL SIGNATURE: _____

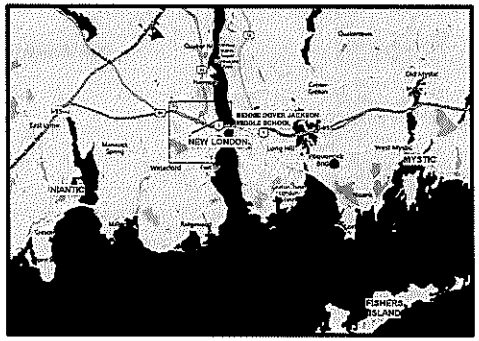
FIRE MARSHALL SIGNATURE: _____

504 OFFICIAL SIGNATURE: _____

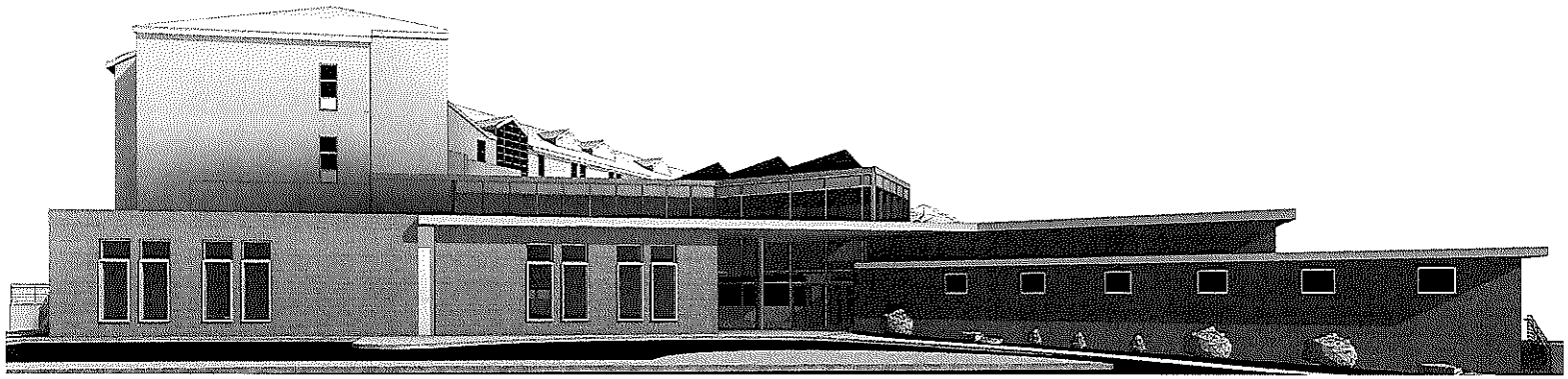
HEALTH INSPECTOR SIGNATURE: _____



LOCATION MAP



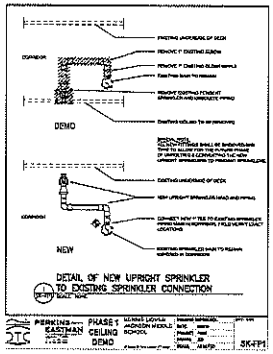
VICINITY MAP



PERKINS EASTMAN
677 Washington Blvd, Suite 101
Stamford, CT 06901
T. +1 203 251 7400
F. +1 203 251 7474

PHASE 1 - CEILING REMOVAL CONSTRUCTION DOCUMENTS

PROJECT No. 79800
August 30, 2019



LIMITED CEILING DEMOLITION GENERAL NOTES

A. REMOVE SUSPENDED CEILINGS AND GRIDS IN CORRIDORS AS INDICATED ON PLAN. EXISTING GYPSUM BOARD SOFFITS AND CEILINGS TO REMAIN. REMOVE ALL CEILING EXPANSION JOINT COVER ASSEMBLIES.

B. ADD SPRINKLER RISERS AND HEADS TO EXISTING SPRINKLERS, TO COMPLETE COVERAGE ABOVE DEMOLISHED CEILING ELEMENTS.

C. COORDINATE ALL WORK WITH DISTRICT BOARD OF EDUCATION, MUNICIPAL AND STATE AUTHORITIES HAVING JURISDICTION.

D. PROTECT ALL EXISTING TO REMAIN BUILDING ELEMENTS IN PLACE. RESTORE ANY DAMAGED ELEMENTS TO PREVIOUS CONDITION AND FINISH AFTER DEMOLITION.

E. RESUPPORT ANY EXISTING TO REMAIN ELEMENTS THAT WERE PREVIOUSLY SUPPORTED BY ACOUSTICAL CEILING TILES AND/OR CEILING GRID.

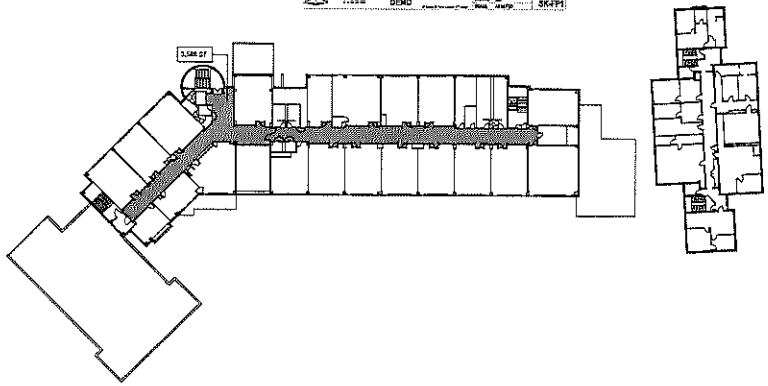
F. COORDINATE WORK WITH INFORMATION AS PROVIDED BY HAZMAT AND EXISTING CONDITIONS DOCUMENTATION.

CEILING DEMOLITION AREA BY FLOOR

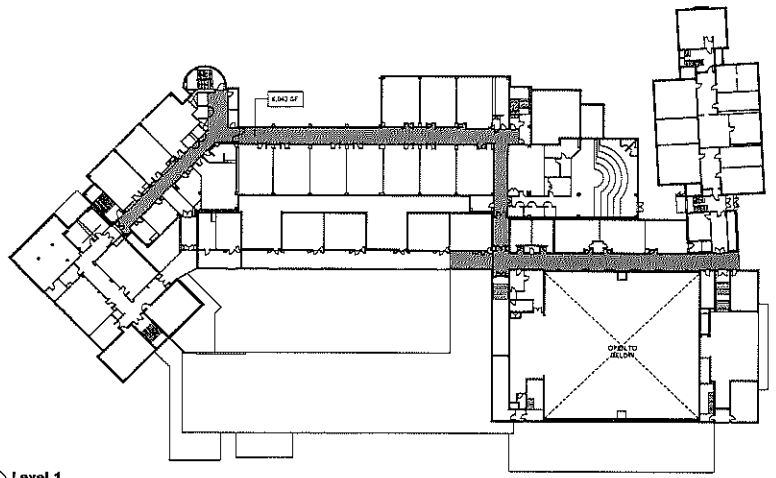
	HEAVY
BASEMENT	N/A
FIRST FLOOR	1,149 SF
SECOND FLOOR	6,043 SF
THIRD FLOOR	3,778 SF
FOURTH FLOOR	3,588 SF
ATTIC	N/A
TOTAL DEMO AREA	14,554 SF

CEILING DEMOLITION KEY

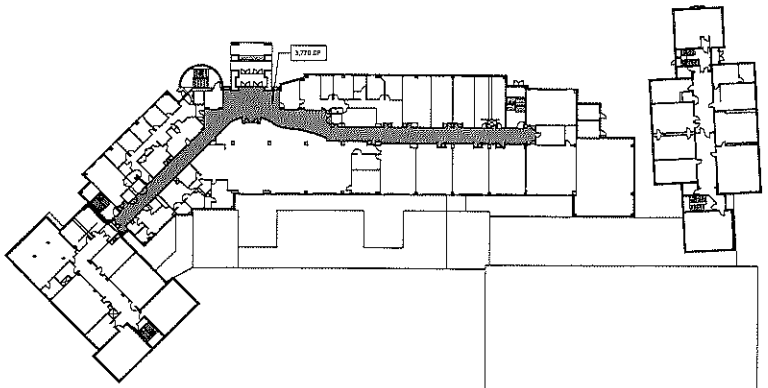
HEAVY - REMOVE COMPLETELY



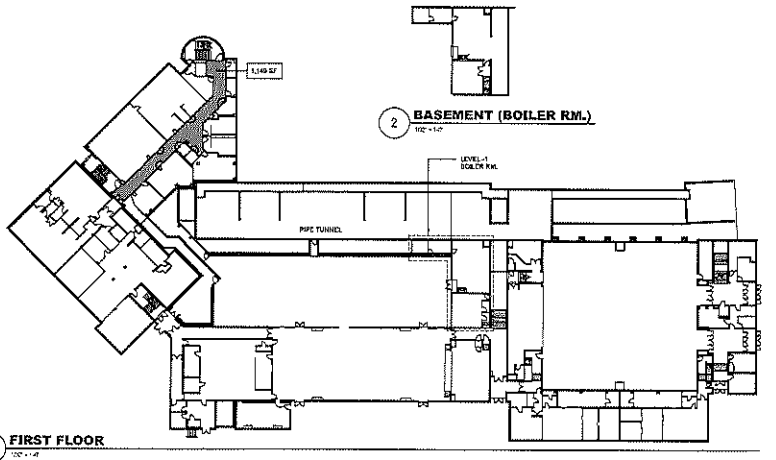
5 FOURTH FLOOR
1/32" = 1'-0"



3 Level 1
1/32" = 1'-0"



4 THIRD FLOOR
1/32" = 1'-0"



2 BASEMENT (BOILER RM.)
1/32" = 1'-0"

1 FIRST FLOOR
1/32" = 1'-0"

NO. DATE ISSUE

PERKINS EASTMAN

Owner:
City of New London
c/o David McBride
City Hall 181 State Street
New London, CT 06320

Construction Manager:
C & E Industries
112 Mill Street
Torrington, CT 06790, CT 06790 860.489.9291

Owner's Representative:
OPM/ars International
125 New Road
Madison, CT 06443 860.295.8058

Civil / Site:
Milone & MacBroom
99 Realty Drive
Shelton, CT 06484 203.271.1773

Landscape:
Kleiner & Cargun
Avon Park North P.O. Box 967, 19 Canal Court,
Avon, CT 06001 860.674.9648

Structural:
DVW Integrated Services
200 West Newberry Road
Bloomfield, CT 06002 860.243.9171

Mechanical, Electrical, Plumbing & Fire Protection:
Diversified Technology Consultants
2321 Whitney Avenue, Suite 301
Hamden, CT 06518 203.230.4300

Technology and Security:
D'Agostino & Associates
1266 E. Main Street
Stamford, CT 06902 203.539.6164

Food Service:
Food Service Facilities International
107 Elm Place
New Canaan, CT 06840 203.972.1900

Acoustical Consultant:
Acentech
33 Moulton Street
Cambridge, MA 02138 617.499.8000

Sustainability Consultant:
Atelier Ten
205 Chapel Street
New Haven, CT 06510 203.777.1460

Cost Estimator:
Fish Associates Consulting Services
262 Tolland Hill Road
East Haddam, CT 06423 860.873.1194

PROJECT TITLE:

BENNIE DOVER JACKSON MIDDLE SCHOOL

36 Waller St, New London, CT 06320

PROJECT No: 79800

DRAWING TITLE:

PHASE 1 DEMOLITION OVERVIEW PLANS

SCALE: As indicated

DM-002

CONSTRUCTION DOCUMENTS

August 30, 2019

C:\REVIT LOCAL\R21_BENNIE DOVER_jdavenport
9/30/2019 2:12:02 PM

BENNIE DOVER JACKSON MIDDLE SCHOOL – PHASE 1 CORRIDOR CEILING REMOVAL

NEW LONDON PUBLIC MIDDLE SCHOOL

ALTERATIONS AND EXPANSIONS

STATE PROJECT NO. 095-0091 MAG/A

36 WALLER ST,
NEW LONDON, CT 06320

BOARD OF EDUCATION CHAIR
SIGNATURE: _____

BUILDING COMMITTEE CHAIR
SIGNATURE: _____

BUILDING OFFICIAL
SIGNATURE: _____

FIRE MARSHALL
SIGNATURE: _____

504 OFFICIAL
SIGNATURE: _____

HEALTH INSPECTOR
SIGNATURE: _____

VOLUME 1 of 1
DIVISIONS 01 through 21

PERKINS
— EASTMAN

CONSTRUCTION DOCUMENTS, PHASE 1
Date: AUGUST 30, 2019
PE PROJECT No. 79800.00

Project Manual for

Bennie Dover Jackson Middle School

New London Public Schools

36 Waller St,
New London, CT 06320

Owner:
City of New London
c/o David McBride
City Hall 181 State Street
New London, CT 06320

Construction Manager:
O & G Industries
112 Wall Street
Torrington, CT 06790, CT 06790 860.489.9261

Owner's Representative:
Colliers International
135 New Road
Madison, CT 06443 860.395.0055

Civil / Site:
Milone & MacBroom
99 Realty Drive
Shesire, CT 06410 203.271.1773

Landscape:
Richter & Cegan
Avon Park North P.O. Box 567, 8B Canal Court,
Avon, CT 06001 860.678.0669

Structural:
BVH Integrated Services
206 West Newberry Road
Bloomfield, CT 06002 860.286.9171

Mechanical, Electrical, Plumbing & Fire Protection:
Diversified Technology Consultants
2321 Whitney Avenue, Suite 301
Hamden, CT 06518 203.239.4200

Technology and Security
D'Agostino & Associates
1266 E. Main Street
Stamford, CT 06902 203.539.6164

Food Service:
Food Service Facilities International
137 Elm Place
New Canaan, CT 06840 203.972.1605

Acoustical Consultant:
Acentech
33 Moulton Street
Cambridge, MA 02138 617.499.8000

Sustainability Consultant:
Atelier Ten
798 Chapel Street
New Haven, CT 06510 203.777.1400

Cost Estimator:
Pan American Consulting Services
362 Tater Hill Road
East Haddam, CT 06423 860.873.1196

VOLUME 1

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BENNIE DOVER JACKSON MIDDLE SCHOOL ALTERATIONS AND EXPANSIONS
PHASE 1 – CORRIDOR CEILING REMOVAL
NEW LONDON, CONNECTICUT
STATE PROJECT NO. 095-0091 MAG/A
CITY BID NO. 2020-02

INVITATION TO BID

1. Sealed proposals (in duplicate) for the trade contracts listed below addressed to Julie Chapman, Purchasing Agent, City of New London, will be received at 13 Masonic Street, New London, CT, 06320 until 2:00 p.m. local time on the date listed below, and then immediately following, all bids will be opened publicly and read aloud. Bids received after the specified closing time will not be accepted and will be returned unopened.

   For questions regarding Addenda, or to confirm the bid date, contact: Mark Carroll at O&G Industries, Inc. (860) 496-4233 or email markcarroll@ogind.com.

   Specific questions regarding bidding procedures, project scope and site visits may be directed to Lorel Purcell at O&G Industries, Inc. (860) 626-6418.

CTDAS Pre-Qualification Necessary	Trade Package	Set-Aside (CHRO)		Bid Due Date
		REQUIRED	GOALS	
No	1.01 – Corridor Ceiling Removal		25% SBE & 6.25% MBE	**Sept. 26, 2019**

2. This project is subject to a **Project Labor Agreement** with the New London-Norwich Building and Construction Trades Council. A copy has been included in the Bid Documents, refer to Specification Section 00 53 00 Project Labor Agreement. Execution of the Agreement shall be required from the selected bidder following award and shall be a requirement for entering into contract with O&G Industries, Inc. for the work.

3. A Non-Mandatory **Prebid meeting** will be held for all contractors at Bennie Dover Jackson Middle School located at 36 Waller Street, New London, CT, 06320 @ **11:00 a.m. on Friday, September 20, 2019**. Immediately following this meeting, all contractors are invited to walk the site. Although the Prebid meeting is non-mandatory, all bidders are responsible for examining existing conditions affecting their work. ***All contractors are strongly encouraged to attend the Prebid meeting.***

4. Plans and specifications are available and may be viewed and downloaded free of charge at any of the following online web addresses:
   SmartBidNet *https://secure.smartinsight.co/#/PublicBidProject/466442*
   City of New London *http://ci.new-london.ct.us*
   State of Connecticut – CTDAS *http://www.das.state.ct.us*

   Copies of the plans and specifications may be obtained at the cost of reproduction by contacting Angela Moore or Steve Weber at the following location:

   Minuteman Press
   147 State Street
   New London, CT 06320
   Contact: Angela Moore at angela@mmpnl.com
   Phone: (860) 701-9171
   Fax: (860) 701-9173

5. This project is being performed under the Construction Management form of construction. With respect to this project, the Construction Manager is the representative of the Owner. The Owner shall approve the award of all trade contracts. Each Trade Contractor's contract shall be with the Construction Manager.

6. The Owner, City of New London, has contracted with O&G Industries to serve as the Construction Manager (CM).

7. No oral, telephone or telegraphic proposals will be considered. All bids shall stand available for acceptance for a period of ninety (90) days from the date proposals are received.

8. No bid shall be accepted from any person/company who is in arrears to the Owner upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner.

9. The Owner and/or Construction Manager is authorized to waive minor irregularities which it considers in the best interest of the Project, provided the reasons for any such waiver are stated in writing by the Construction Manager and made a part of the contract file. The Owner and/or Construction Manager reserves the right to reject any or all bids, without stating reasons therefor, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any bidder if the Owner and/or Construction Manager believes that it would not be in the best interest of the Owner or the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner and/or Construction Manager. The Owner and/or Construction Manager reserves the right to waive informalities and to negotiate contract terms with one or more bidders without reopening the bidding process insofar as such negotiations are not violative of applicable competitive bidding statutes or law.

   In evaluating bids, the Owner and/or Construction Manager will consider the qualifications of the bidder, whether or not the bids comply with the prescribed requirements, and such Supplemental Bids, unit prices, and other data, as may be requested in the Bid Proposal Form or prior to Notice of Award.

   The Owner and/or Construction Manager may consider the qualification and experience of subcontractors and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided by the bid documents.

   The Owner and/or Construction Manager reserves the right to require, prior to Notice of Award, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including financial resources, present commitments, and experience of the bidder in performance of comparable work.

10. Bid Security in the amount of ten percent (10%) of the total bid amount is required with any bid submitted. Performance and Labor and Materials Bond(s) in the amount of 100% of the contract sum shall be required from the selected bidder following award.

11. Non-resident contactors, in accordance with C.G.S §12-430(7), must provide a copy of their "Nonresident Contractor Notice of Verified Status" from the State of Connecticut Department of Revenue Services upon an award of contract. Without the verified status letter the Construction Manager must remit five percent (5%) of the total contract value directly to the State and the non-resident contractor file with the Department of Revenue Services to receive the withheld monies.

12. Bidders should note the project insurance requirements.

13. This contract is subject to local workforce goals and to State set-aside and contract compliance requirements, including non-discrimination statutes and set-aside requirements.

Contractors shall note the Small/Minority Business participation requirements identified for each trade package and are responsible for ensuring that they, and the SBE/MBE's they have selected, are eligible contractors and that they meet State requirements. Trade Contractors will be responsible for compliance with the following Goals and Requirements established for this project as follows:

a) In accordance with Sections 4a-60g and 4a-60h Conn. Gen. Stat., as revised, the contractors shall note the CHRO MWBE Set-aside Program Requirements and Small/Minority Business participation requirements (25% SBE and 6.25% M/WBE) as indicated above for each trade package and are responsible for ensuring that they, and the SBE/MWBE's they have selected, are eligible contractors and that they meet State of Connecticut requirements. CHRO Project Requirements – refer to Table above, trade contractors working on this project shall utilize State of Connecticut Supplier Diversity program certified Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) for the minimum as stated above. For those trade contractors with goals indicated, the contractors shall provide documentation of their good faith efforts.

b) Bidders are required to provide Contractor's Means of Compliance Table prior to, or at the Scope Review Meeting to review their proposed approach to meeting the minimum project SBE and M/WBE goals. Following scope review and prior to an award, the successful contractor shall provide a clear and concise breakdown of their Bid Value and assigned value allocation representing the contractor's means of compliance with the State of Connecticut CHRO percentages. This information will be discussed at the Scope Review Meeting, and may be used to confirm a bidder's responsiveness to the bid. A satisfactory presentation of the contractors anticipated final list of SBE and M/WBE subcontracts, vendors and means of compliance is a condition of contract award. See Specification Section 002113 titled Instructions to Bidders.

14. O&G is an Affirmative Action Equal Opportunity Employer M/F/H/V.

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1. BIDS

All proposals, to be submitted in duplicate, shall be received by Julie Chapman, Purchasing Agent, on the date and time shown on the "Invitation to Bid" for each individual bid package. All bids will be opened publicly and read aloud and upon award are subject to pubic inspection. Prepare proposals on your own letterhead duplicating the Form of Proposal attached and clearly indicate the amount of your proposal in both words and figures. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bid. The date and time bids are to be opened are given in each Invitation for Bid issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bid will not be considered.

All proposals must be accompanied by Bid Security in the form of a Certified Check or a Cashier's Check, drawn upon either a State Bank & Trust Company or a National Banking Association, to the order of the Owner, or accompanied by a Bid Bond, on Form AIA Document A310, 2010 Edition, and having as Surety thereto such Surety Company or Companies as are authorized to do business in the State of Connecticut and acceptable to the Owner. ***Bid Security shall be an amount not less than 10% of the total amount of the Bid.***

Each bid must be in a sealed envelope, addressed to the City of New London Purchasing Department, attention Julie Chapman. If submitted by mail, the envelope containing the bid must be enclosed in another envelope. Each sealed envelope containing a bid must be plainly marked on the outside with the following information appearing in the lower left-hand corner of the envelope:

a. Title of project: Bennie Dover Jackson Middle School – Phase 1 Corridor Ceiling Removal, New London, CT
City Bid No.: 2020-02

b. Bid Package No. and Title:

c. Name and address of bidder

Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.

Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.

By its submission, the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

2. BID FORM

The Form of Proposal is included in this Bid Document and shall be submitted in duplicate. Bid amounts shall be clearly indicated on the Form of Proposal, in both words and figures. All blank spaces for bid prices must be filled in. The bid form must be fully completed and executed when submitted. Incomplete proposal forms may result in the rejection of the bid Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected.

A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Form of Proposal or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Form of Proposal to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Form of Proposal to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.

3. MANDATORY ALTERNATES AND UNIT PRICES

If Mandatory Alternates and Unit Prices are required, the Bidders shall provide the information required on the Bid Proposal Form. Otherwise the Proposal may be considered non-conforming and subject to rejection.

In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other Contract Documents will be made orally to any bidder. Every request for such interpretation must be in writing to the awarding authority and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids.

Oral questions may be asked at the Pre-Bid meeting, but oral responses given by the Architect/Construction Manager or their representative shall not be binding unless confirmed in writing by addendum as set forth below. Any and all such interpretations, responses and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made available to all prospective bidders (at the respective addresses furnished for such purposes pursuant to the provisions of the Invitation to Bid) not later than five (5) days prior to the date fixed for the opening of bids. All such modifications shall be included in the work covered by the bid and shall become a part of this contract. The bidder shall state in his bid the number and title of all addenda which he has received.

5. QUALIFICATION OF BIDDERS

The Construction Manager may make such investigation as he deems necessary to determine the ability of Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as the Owner may request. The Construction Manager reserves the right to reject any Bid if evidence submitted by the Bidder or investigation of the Bidder fails to satisfy the Construction Manager that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work within a specified time.

6. PREQUALIFICATION

In accordance with C.G.S. 4a-100, 4b-91 and 4b-101, for any contracts estimated in value to be greater than $500,000.00, all bidders must be pre-qualified for the classification of work that they are bidding on. On the Form of Proposal, each bidder shall fill in the items in the qualification section pertaining to pre-qualification status. Each bidder shall also include the Department of Administrative Services Contractor Prequalification Update (Bid) Statement, the latest copy of which can be found at the DAS website for prequalification, web address as follows: http://www.biznet.ct.gov/prequal/login/UpdateStatement.pdf. Failure to submit this item with the bid will result in disqualification of the bidder.

7. CONTRACT

All successful Bidders will be required to execute the Trade Contract Agreement in accordance with the sample form contained in Section 00 52 00 **without revision.** Successful bidders agree and acknowledge that by submitting a proposal, you are accepting without revision all terms and conditions of the sample form agreement and that proposed revisions to the sample form agreement by the bidder shall not be considered.

Successful bidders will be required to comply with the insurance requirements as outlined in Article 11 of the General Conditions, and as modified by the Supplementary General Conditions in the Form of Agreement.

The successful Bidder agrees to commence work within seven days of execution of a Contract or receipt of a Limited Notice to Proceed Letter, whichever is earlier. However no contractor may perform any physical work on the site until they have an executed contract and furnished an insurance certificate.

8. BONDS AND INSURANCE

The successful Bidder, within ten days after the award of the Contract, will be required to furnish a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract price payable to the Owner on bond forms in Specification Section 00 61 13.

The Bonds will be executed by a Surety Company or Companies that are authorized to do business in the State of Connecticut and who are acceptable to the Construction Manager and the Owner. The cost of these Bonds are to be paid for by the contractor and included in his bid.

The successful bidder shall purchase the bonds from a company or companies with an AM Best Rating of A- VII or better. Said bonds shall be maintained for the life of the contract.

Out-of-state bidders without a permanent office in the State of Connecticut are required by the Connecticut Department of Revenue Services to obtain an Out-of-State Contractors "Guarantee Bond" if awarded the contract.

9. REPRESENTATION

Each bidder, by submitting their bid, represents that they have read and understand the Bidding Documents and their Bid is made in accordance therewith. Also, they represent that they have visited the site and have familiarized themselves with the conditions under which the work is to be performed. Failure to do so will not relieve the successful Bidder of his obligation to furnish all labor, material and equipment necessary to complete his work in accordance with the Contract Document.

10. PRE-CONTRACT AWARD REQUIREMENTS

After submitting a bid proposal and prior to award of a contract, selected trade contractors will be required to attend a pre-construction/scope review meeting. At this meeting, the scope of work and requirements of the documents will be reviewed to confirm the lowest, qualified, responsible bidder.

When advised by O&G Industries, and prior to the award of a contract, each trade contractor shall submit to O&G Industries, a list of the proposed subcontractors which the trade contractor intends on using for the project, and shall sign and return the General Safety & Procedural Regulations and Environmental, Health and Safety Rules, Regulations and Procedures included in Exhibit B of the Trade Contract Agreement.

11. IN ARREARS TO THE OWNER

No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Owner or O&G Industries, upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner or O&G Industries.

12. SITE VISITS

Arrangements can be made to visit the site by contacting Lorel Purcell, O & G Industries, Inc., 112 Wall Street, Torrington, Connecticut, (860) 626-6418.

13. TIME OF ESSENCE

The provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, each trade contractor shall begin work on the day specified, and shall prosecute the work diligently so as to permit full occupancy not later than the first day following the construction period established in the Schedule of Construction.

14. NON-DISCRIMINATION IN EMPLOYMENT

Each trade contractor, attendant subcontractors, vendors, and suppliers shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin.

Said requirements shall include compliance with all applicable Federal, state and local statues, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.

The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner he is willing and/or capable of complying with the above requirements.

15. STATE LABOR STANDARD PROVISIONS, LAWS AND REGULATIONS

All provisions of all applicable State Labor Standards must be complied with under this Contract.

The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.

As a condition of contract, any out-of-state contractor who is awarded work must provide O&G Industries with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.

16. SALES TAX

Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London, and this project, is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices. A Tax Exemption Certificate will be issued to all contractors and material suppliers.

If a Trade Contractor is a nonresident, within the meaning of Connecticut General Statutes Section 12-430 (7) and will consume or use tangible personal property in Connecticut in carrying out this

contract, the Trade Contractor shall comply with the requirement set out in said statute and cause the Commissioner of Revenue Services to provide the Construction Manager with a copy of the Commissioner's Certification of Compliance. If the Construction Manager does not receive this documentation on the earlier of (a) twenty-one days from the date that the Trade Contractor signs this Contract, or (b) the date on which it commences to provide any services or materials under the contract, then at the option of the Construction Manager, it may exercise any and all rights under the statute, including, but not limited to, making the deductions provided for in said statute and/or by declaring the Trade Contractor in breach and holding the Trade Contractor liable for any and all loss sustained as a result of the Trade Contractor's failure to comply with the statute and losses sustained by the Construction Manager as a consequence of the Trade Contractor's failure of performance.

17. ACCEPTANCE OF CITY ORDINANCES AND REGULATIONS

The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the City of New London to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations. Incorporated by reference into this contract are the provisions of Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London. The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

18. MATERIAL AND EQUIPMENT SUBSTITUTIONS

Each bidder shall utilize the specified manufacturers. Any requests for substitutions (including "or equals") must be submitted, in writing, ten (10) working days prior to the bid due date. Acceptance or rejection of a substitution will be issued to all bidders as an addendum. Substitutions will not be accepted after the bid date unless requested by the Owner. NOTE: Considering a manufacturer that is not specified as an "or equal" is considered a substitution.

19. NOTIFICATION TO BIDDERS

Prior to execution of a contract, the successful bidder will be required to document the good faith efforts to provide opportunities for SBE and MBE contractors to participate in the bidding process and to submit the Bidder Contract Compliance Monitoring Report.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. §4a-60g (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith efforts to meet the indicated set-aside goals. For more information on good faith effort, follow this link http://www.ct.gov/chro/lib/chro/Good_Faith_Effort.pdf.

Contractors shall note that any amount awarded to Brokers, as defined by CHRO, will not be accepted by CHRO for obtaining set-aside goals. For more information, follow this link http://www.ct.gov/chro/lib/chro/BrokersAlixFinalMemo.pdf.

For municipal public works contracts and quasi-public agency projects, the contractor must complete a written or electronic non-discrimination affidavit form and submit the completed form to the Commission on Human Rights and Opportunities (email: spencer.hill@ct.gov). Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

20. SBE / MBE / WBE / DisBE RESOURCES AND CONSULTANTS

This project is subject to the requirements of the Connecticut Commission on Human Rights and Opportunities (CHRO).

It is mandatory that the Contractor's Means of Compliance with CHRO Requirements percentage amounts included in the Form of Proposal be completed and submitted with the bid. The stated participation percentages may be considered when evaluating the proposals.

Prior to the Scope Review Meeting, bidders are required to provide Contractor's Means of Compliance Table totaling their Bid Value and outlining their means of compliance with the minimum project SBE and M/WBE goals. This Table shall include the Contractor's clear and concise breakout of their Bid Value and assigned value allocation representing the Contractor's means of compliance with the State of Connecticut CHRO percentages.

CONTRACTOR'S MEANS OF COMPLIANCE TABLE:

ITEM NO.	DESCRIPTION SPEC. SECTION	CERTIFIED SBE-M/WBE CONTRACTOR *	SCHEDULE OF VALUE	COMPLIANCE ALLOCATION TYPE *(Checkmark)*				TOTAL BID VALUE	PERCENTAGE OF BID VALUE
				SBE	MBE	WBE	DBE		

***SBE – M/WBE contractor shall be certified by CTDAS no later than the date of contract award of the applicable bid package.**

All bidders are required to document the good faith efforts made to obtain SBE and MBE participation during the bidding. All bidders should note that CHRO will reject any plan that is not accompanied by records of this good faith effort.

In accordance with C.G.S. Sec. 46a-68e the successful bidder is required to file a Set-Aside Plan (SAP) and have that plan approved by CHRO. All bidders should note that the CHRO requires that two percent (2%) of the contract value be withheld until acceptance of the trade contractor's SAP.

Each Trade Contractor that submits an SAP to CHRO is also required to adhere to the CHRO's monthly and quarterly report filings. In addition to this reporting the Construction Manager (CM) requires that each Trade Contractor submit to the CM signed copies of subcontracts and /or purchase orders to substantiate participation in meeting CHRO goals. As the work proceeds the Trade Contractor shall also provide satisfactory evidence of payment to SBE and MBE participants under their contract. The substantiation of participation commitment will be based on all of the information provided.

The CM strongly suggests that bidders employ a consultant to assist them in the development of the Set Aside and Affirmative Action Plans.

21. PROJECT LABOR AGREEMENT

The contractor shall comply with the hiring goal requirements as defined in Specification Section 00 53 00.

22. AWARD

Award of this contract will be made to the lowest responsible, qualified bidder and will be based on net cost and the bid documents. The City of New London reserves the right to award this contract to other than the low bidder and to make multiple awards if deemed in the best interest of the City.

The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

23. INCURRING COSTS

The City of New London and the Construction Manager are not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document.

Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

24. RIGHTS

The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.

The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.

The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

END OF SECTION

BID PACKAGE NO. 1.01
CORRIDOR CEILING REMOVAL

I. SCOPE OF WORK

A. The following documents/specification sections are included in this Scope of Work. Unless specifically noted otherwise, wherever "Construction Manager" is indicated in these documents/specification sections, it shall mean "Trade Contractor" and thus it is the responsibility of the Trade Contractor to comply with the work noted therein. This Trade Contractor is responsible for complying with all of these documents in completing the work described in Paragraph IB and II:

00 01 01	Project Title and Directory
00 01 10	Table of Contents
00 11 16	Invitation to Bid
00 21 13	Instructions to Bidders
00 24 13	Bid Packages
00 31 13	Project Schedule and Phasing
00 42 00	Form of Proposal
00 52 00	Trade Contract Agreement
00 52 23	Owner/CM Agreement
00 53 00	Project Labor Agreement
00 61 13	Performance and Payment Bonds
00 63 13	Bidders' Prebid Requests for Information (Prebid RFI Form)
00 72 00	General Conditions
00 73 16	Sample Certificate of Insurance
00 73 43	Wage and Hour Rates
01 12 00	CM Summary of Work
01 21 00	Allowances
01 31 16	Coordination Drawings Procedure
01 35 13	General Administrative Procedures for the Project
01 50 00	Construction Controls and Temporary Facilities
01 74 13	Project Cleanliness
01 74 20	Construction Waste Management Plan

B. SPECIFIC:

Furnish all labor, material and equipment necessary to complete all work that is described in the following Sections of the Specifications, or is shown on the drawings and relates to one of the following Specification Sections but is not referenced in a Specification Section. This Scope of Work also includes any work indicated on the Drawings to be completed by this Trade Contractor unless modified by addendum, Paragraph II (Special Instructions) or Paragraph III (Exclusions):

02 41 19.16	Selective Interior Demolition
21 01 00	General Conditions for Fire Protection Trade
21 13 13	Wet-Pipe Sprinkler Systems

II. SPECIAL INSTRUCTIONS

1. Upon receipt of a limited notice to proceed, and as a condition of the execution of a contract with O & G Industries, Inc., the contractor shall provide information of ALL employees who will be on site for any reason during the Project for the purpose of conducting a background check. This information shall be submitted to the O&G Project Manager on the form provided. Refer to Specification Section 01 35 13 – Special Project Requirements for additional information.

   An O&G-issued ID badge is required to enter the project site. Employees who have not been issued a badge or who are not wearing their badge shall not be allowed on the site. Contractors should allow a two week (14 days) period for this security check. Contractor is responsible for any delay due to not having sufficient and qualified personnel on the project as a result of not providing the required information in a timely manner.

2. No gasoline or diesel driven equipment will be allowed inside the existing building. Material handling equipment shall either be hand operated (moved by human beings) or propane propelled. However, the use of propane propelled equipment is strictly forbidden when the building is being occupied for its intended purpose. When propane propelled is used, the contractor shall provide ventilation to remove exhaust fumes. The contractor shall also be responsible for any repairs, replacement, or deleterious effects to all flooring and other construction that this equipment comes in contact with.

3. Six-day work weeks shall be included in this trade's base contract to meet the established milestone dates. All demolition work shall occur while school is not in session.

4. All bidders take note that the intent of this paragraph is to define work hours. Work in areas of construction that are separated from the occupied building, including tunnels and mechanical/electrical spaces, shall be performed during normal working hours, adhering to noise restrictions specified elsewhere. All sitework and other exterior work performed by other contractors shall be done between 7:30 a.m. and 5:00 p.m. Monday through Saturday, excluding holidays. No exterior work will be permitted on Sundays. For work that is required to be performed when school is not in session, the hours are defined as 3:00 p.m. to 11:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday.

   All contractors shall note the following time periods that there shall be no construction personnel traffic entering or leaving the site and no construction material deliveries on school days (these times are subject to change based on late school openings and early dismissals): 7:00 a.m. to 7:45 a.m. and 2:30 p.m. to 3:30 p.m.

5. This trade contractor shall include all allowances listed for their bid package in Section 01 21 00 - Allowances. These allowances must be included in the base bid proposal of each trade contractor. The trade contractor shall provide unit prices as shown on the Form of Proposal where applicable to adjust these allowances during the course of the project. Overhead and profit for any and all allowances listed in the Contract Documents shall be included in the base bid of the contractor responsible for the allowance(s).

6. All contractors are responsible for keeping the jobsite clean of debris and rubbish as outlined in Project Cleanliness Specification Section 01 74 13.

7. All Trade Contractors shall review with the New London Fire Marshal all conditions and requirements for storing flammable materials on-site and strictly comply.

8. All trade contractors shall note the requirements of Section 01 74 19 - Construction Waste Management and Disposal. It is critical that all contractors comply with this specification section and with the Construction Waste Management Plan prepared by the Construction Manager. The general trades contractor will be providing dumpsters for construction waste only. Note that this does not include demolition waste which is to be disposed of by the responsible contractor, per other instructions, who will separate their waste and provide documentation of the waste stream. It is imperative that all contractors separate their waste as described in the Construction Waste Management Plan so that the Construction Manager can obtain proper certification of the waste stream. Failure to adhere to the established waste separation procedures will adversely impact the project's LEED certification. Should construction waste be placed in incorrect dumpsters, the Construction Manager will employ labor to separate the waste and backcharge the offending contractor(s) accordingly.

9. The Owner reserves the right to salvage items designated to be demolished prior to demolition. Each trade contractor shall provide dumpsters at the jobsite as required for their own use. All demolition materials and construction debris shall be legally disposed of off site by the respective contractor.

10. This contractor shall obtain all permits required to conduct their work and shall include all filings, fees and certificates required by town, area and state authorities having jurisdiction for approval of this work. Fees payable to the City of New London shall also be excluded. The Construction Manager will NOT be obtaining the General Building Permit.

11. The successful bidder shall be responsible for purchasing any required sets of project documents and bear costs for same. The Owner will not be providing any sets of project documents.

12. All contractors should note that the CADD files of drawings can be provided at no cost for shop drawings and/or as-built use by contractors if desired. The Architect/Engineer will require contractors to sign a release for use of these documents.

13. Each contractor shall be responsible for understanding the occupational classifications (refer to Department of Labor Informational Bulletin included in Section 00 73 43) of the work to be performed within their assigned scope and shall include all costs associated with employing the correct classification of worker and for paying the correct prevailing wage. For example, each trade contractor responsible for patching partitions/ceilings shall employ workers who specialize in this work to perform all required patching, e.g. mason to patch masonry, carpenter and taper to patch drywall and lathers to patch plaster.

14. All contractors shall refer to Sections 01 74 13 - Project Cleanliness and 01 77 00 - Closeout Procedures for their responsibilities and requirements regarding interim phase and final cleaning on this project.

15. Unless specifically noted otherwise, contractors responsible for demolition shall remove <u>all</u> materials associated with the item to be removed, including supports, brackets, and anchors. Contractors are responsible to patch walls, floors, ceilings, etc. to match the surrounding surface where they perform demolition or remove existing items, unless otherwise noted. This contractor is responsible for patching to required ratings wherever they have performed demolition.

16. Any contractor responsible for demolition of an item containing an oil, fuel, refrigerant, etc. is responsible for the proper disposal of the oil, fuel, refrigerant, etc. All contractors shall comply with all requirements regarding working on materials containing lead based paint as it pertains to their scope of work, refer to Section 02 82 33 - Lead Paint Awareness. Any contractor requiring

lead abatement in order to perform their scope of work is responsible for the lead abatement (including all disposal costs) and shall include the cost of pollution liability insurance in the specified amount in their base bid proposal.

17. The corridor ceiling removal contractor shall provide fire extinguishers at locations within each construction area that meet all OSHA and local Fire Marshal regulations and as directed by the Construction Manager. The fire extinguishers are to be mounted on stands constructed by the corridor ceiling removal contractor made with 3/4" plywood and painted red. Each stand shall have a 5' mast on which the corridor ceiling removal contractor shall mount a pre-manufactured sign with the words "fire extinguisher" printed on it. The corridor ceiling removal contractor shall include an air horn on each fire extinguisher stand as well as an 8-1/2" x 11" egress plan at each location. The corridor ceiling removal contractor shall also provide extinguishers, stands and signage adjacent to all flammable storage areas, including propane storage areas and fueling areas. The corridor ceiling removal contractor shall be responsible to maintain these extinguishers throughout the duration of the project and relocate, recharge or replace the extinguishers as necessary. All trade contractors performing any hot work will be required to provide their own appropriate extinguishers which must be located adjacent to their work area.

18. Each trade contractor shall be responsible for lockout/tagout, making safe and/or disconnecting any and all utilities required to complete their scope of work. Each trade contractor shall provide all temporary lighting and electrical power as necessary to complete their scope of work, including within their containment areas.

19. No drilling or cutting into the building structure will be allowed in areas located over or under or immediately adjacent to an occupied space while school is in session.

20. This contractor shall provide unit prices as listed on the Form of Proposal.

21. This contractor shall be responsible for the removal and legal disposal of all demolition debris and abated materials in their contract for the project. All demolished materials are to be recycled to the greatest extent possible and proper documentation submitted to the Construction Manager in accordance with the contract documents.

22. The corridor ceiling removal contractor is responsible for protecting all surrounding areas, both interior and exterior, from contamination due to their selective demolition activities. Any surrounding materials contaminated during the demolition work shall be cleaned and/or removed and disposed of at the responsible trade contractor's cost.

23. This contractor shall remove and dispose of all insulation on existing ductwork left exposed at areas of corridor ceiling removal.

24. Existing corridor ceilings will be removed to the extent shown on the drawings by the corridor ceiling removal contractor in a timely manner in order to accommodate the laser scanning operations to be conducted within the construction schedule. The exact limits of ceiling removal and timing of ceiling removal shall be coordinated with the Construction Manager. It shall be the responsibility of the corridor ceiling removal contractor to remove each recessed sprinkler head in the affected corridors and replace these heads with upright pendant sprinkler heads. The corridor ceiling removal contractor shall maintain all existing lights, exit signs, speakers, smoke detectors, cameras and other electrical/low-voltage devices that are attached or otherwise exist in the existing ceiling tile and/or grid, including rehanging and resupporting existing wiring, devices and fixtures.

25. This contractor shall perform laser scanning of all elements (i.e. above-ceiling items and structure remaining) where ceilings had been removed by this contractor. In addition to the corridor ceiling removal areas, this contractor shall also perform laser scanning of the elements located in the Gymnasium, Boiler Room, Electrical Switchgear Room, as well as the entire attic located above the fourth floor.

26. This contractor shall include both allowances indicated in Section 01 21 00 - Allowances to perform existing condition surveys of the existing MEP systems.

III. EXCLUSIONS:

None.

END OF BID PACKAGE NO. 1.01

SECTION 00 31 13 - PROJECT SCHEDULE AND PHASING

1. SCHEDULES

a. This Contractor is responsible to meet the requirements of the Construction Schedule included in the bid documents. This includes providing the appropriate manpower, equipment and materials. The Contractor is required to perform its work in compliance with all safety rules issued by the Owner, Construction Manager, State, Federal and Local agencies, and to sufficiently staff the site to effectuate this performance. The Contractor will be responsible for all overtime and costs associated with meeting this schedule.

b. The intent of the Construction Schedule is to define the construction performance period(s). The Construction Schedule included in these documents shall represent the major activities of work and the duration of time allocated to those activities, also referred to hereinafter as the assigned construction performance period(s). This schedule may not include every distinctive phase of construction, in which case, activity tasks and durations will be similar respectively to other similar phases of construction on the schedule. It is the responsibility of the trade contractor to develop a detailed construction schedule of activities and plan their work within the assigned construction performance period(s) provided by the Construction Schedule. The Trade Contractor by providing a Bid acknowledges and accepts the defined assigned construction performance period(s).

c. Within twenty (20) working days of receipt of the Limited Notice to Proceed, each trade contractor shall provide detailed scheduling information. This information is to include, at a minimum, a man loaded construction schedule with detailed itemizations, durations and sequences of all work activities including predecessor/successor relationships and designation of manpower required to achieve the schedule in accordance with the assigned construction performance period(s).

d. Failure to submit required schedule information to the Construction Manager as outlined in this section forfeits the trade contractor's opportunity for any adjustment to durations, sequence, or logic of specific tasks. Further, as this scheduling information is critical to the successful execution of the project, any delay in providing such information will cause all payments due the Trade Contractor to be held until such time as the information is submitted and approved by the Construction Manager.

e. If, in the sole opinion of the Construction Manager, it is determined that the Trade Contractor is behind schedule and/or will not be able to meet milestone dates at the Trade Contractor's current rate of progress, the Construction Manager may direct the Trade Contractor to increase its workforce. Should the Trade Contractor at any time refuse or neglect to: supply a sufficiency of properly skilled workmen; supply materials of the proper quality and quantity; become insolvent or unable to pay its obligations as they mature; or fail in any respect to prosecute the work with sufficient promptness and diligence to insure its completion within the time herein provided; or fail in the performance of any of the agreements on its part herein contained; the Construction Manager shall be at liberty (after two (2) business days of written notice to the Trade Contractor, delivered personally or mailed to or left at its place of business) to default the Trade Contractor. In the event the Construction Manager declares the Trade Contractor in default, the Construction Manager may (1) terminate this Contract in whole or in part or, (2) supplement the Trade Contractor's forces and use any materials, implements, equipment, or tools furnished by or belonging to Trade Contractor. In the event the Construction Manager itself, or another contractor, or both, furnishes labor and material to complete Trade Contractor's work, the Construction Manager may offset the cost thereof and any expenses, including overhead and profit, against any money due or to become due under this Contract. Trade Contractor shall be liable for any excess costs and expenses over the Contract amount for completion of Trade Contractor's work. In the event the costs and expenses of completing Trade Contractor's work are less than the amount remaining on this Contract, the Trade

Contractor shall be entitled to the differential. In addition to the costs and expenses of completing Trade Contractor's work as set forth herein, the Construction Manager shall be entitled to reasonable legal fees to enforce the terms of this Contract. Notwithstanding the Construction Manager's use of its own forces and/or utilizing forces of another contractor in performing in whole or in part the work of the Trade Contractor, the Trade Contractor shall remain fully responsible for the timely completion of the work which is the subject of this Contract.

f. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Owner/Construction Manager shall have the right to prepare the area for occupancy with his own forces and deduct the costs from the contract amount.

2. PHASING

a. All trade contractors shall carefully review the Phasing Plans for this project and shall include in their base bid any premium costs for multiple mobilizations necessary for maintaining the construction schedule. Except for mechanical and electrical work in mechanical rooms, tunnels, corridor ceilings, vertical shafts, and electric and tele/data closets, no work will be allowed to be performed out of sequence, i.e., in different areas on the Phasing Plans, unless specifically approved or directed to do so by the Construction Manager. All trades must recognize the fact that due to phasing, some out-of-sequence work will be required in order to make systems in other phases operational. The cost of this out-of-sequence work is to be included in each contractor's base bid. The Construction Manager may, at his discretion, alter the sequencing of activities on the Bid Schedule if he deems these changes necessary to benefit the project.

b. Swing-overs to new services shall be made so as to cause the least interruption to the facilities' operations. Any premium time cost for work related to utility shutdown or change over shall be included in the contractor's base bid.

c. In case of fluid, gaseous or electrical tie-ins, provide temporary manual monitoring equipment to ensure the safety of all employees and occupants.

d. Utility shutdowns shall be closely coordinated with the Construction Manager and the Owner.

e. It is the responsibility of all trade contractors to coordinate all work with the Construction Manager.

f. Contractors shall note the various dates of installation of materials and equipment due to the phasing and shall schedule delivery of materials and equipment to the site at intervals accordingly. The trade contractor shall only be allowed to store material within the construction area/phase that can be consumed (installed) within five (5) working days. All material stored within the construction area/phase shall be placed on movable dollies and will be relocated by the trade contractor when requested to do so by the Construction Manager at the contractor's expense. All other material will be stored in storage trailers, if ample room on site is available, or in areas designated by the Construction Manager. Only material that will be consumed/installed within six (6) weeks of delivery to the site will be allowed to be stored onsite or areas designated by the Construction Manager. Material not needed within the six (6) week period cannot be billed for by the trade contractor and may be required to be removed from the site at the contractor's expense. Delivery of materials and equipment must be reviewed and approved by the Construction Manager before arriving on site. Failure to do so will result in deliveries being turned away at the contractor's expense.

3. LEAN CONSTRUCTION

At the Construction Manager's option, Lean Construction principles may be implemented during the construction of this project. As such, the following are contract requirements from each trade contractor for implementing Lean procedures:

a. Each Trade Contractor shall have their site foreman attend a weekly foreman's meeting and weekly work planning session. This meeting will be approximately one (1) hour long, but may run longer depending the extent of work taking place at any given time and the number of trade contractors working onsite.
   1. The purpose of this planning and coordination meeting is to plan the work for the coming weeks (up to six weeks in advance), confirm work currently ongoing and to confirm what work is complete and ready to be handed off to the next trade.
   2. Each foreman shall come prepared and shall be required to engage themselves in this weekly planning session and have the authority to commit to start and completion dates. The foreman shall also have the authority to adjust their crew size to meet the requirements of the schedule.
   3. Each trade contractor shall have their foreman attend these meetings starting two-weeks before their work onsite begins so that they may fully coordinate their work with the other Trade Contractors.

b. Each trade foreman will participate in a 15 minute daily huddle. The purpose of this daily meeting to review the following days' activities and address any coordination issues amongst the trades.

c. The Trade Contractors shall participate in Pull Planning sessions on a monthly basis. These scheduling sessions are typically 4 hours long but may run longer. It is mandatory that the Trade Contractor's foreman and Project Manager attend these sessions. The Trade Contractor's team shall be prepared to discuss the current construction schedule, details of the work, critical lead time items, duration and sequence of upcoming activities and other site issues that may affect the construction schedule. Members of the Trade Contractor's team shall have the authority to commit to start/completion dates, crew sizes and activity durations.

d. It shall be understood that each phase of the project shall be broken down into small work areas not to exceed 10,000 sf. The Trade Contractor shall complete **all** scheduled work activities within these work areas before they can proceed into the next work area. The Construction Manager shall have the right to modify, adjust, extend, re-sequence and re-phase these work areas as required to maintain the overall construction schedule. The Trade Contractor will make all required manpower and delivery adjustments to accommodate the current construction schedule at no additional cost to the Owner or Construction Manager.

4. SUBMITTAL AND DELIVERABLES SCHEDULES

a. Within five (5) working days of receipt of the Limited Notice to Proceed, the trade contractor shall submit a schedule of submittals to the Construction Manager for review and approval. This schedule shall include a complete listing of all shop drawings, samples, manufacturer's data, warranties/guarantees, O&M Manuals, etc. required by the specifications to be submitted for review. The submittal schedule shall reflect how submittals will be packaged and submitted to the Construction Manager. The trade contractor shall also indicate a target submission date for each item listed which will be consistent with the project milestone schedule requirements. Failure to provide a satisfactory submittal schedule shall result in all payment applications being held in abeyance until such time as a satisfactory submittal schedule is submitted and accepted by the Construction Manager. Failure to provide an initial submittal schedule within five working days shall result in O&G creating a submittal schedule on the trade contractor's behalf. At this time, the Construction Manager will issue a backcharge of $3,000.00 to the trade contractor for the creation

of the submittal schedule. Once O&G has created the submittal schedule on the trade contractor's behalf, the trade contractor will be required to submit/package submittals following the Construction Manager's created submittal schedule. Failure to provide submittals as indicated on the submittal schedule will result in a $100.00 per day fine until the submittal has been received by O&G.

b. Critical submittals are due in the office of the Construction Manager within five (5) working days of receipt of the Limited Notice to Proceed. All other submittals are due in the office of the Construction Manager within thirty (30) working days of receipt of the Limited Notice to Proceed. Once submittals are approved, the Construction Manager will make available copies of approved submittals for all applicable Contractors who may require them for coordination of their work. However it is the sole responsibility of each Trade Contractor to ascertain any and all coordination requirements between the work of its Bid Package and the work of all other applicable Bid Packages.

c. Within fifteen (15) working days of receipt of the Limited Notice to Proceed, all contractors shall furnish the following:

    1. A schedule of values for billing purposes broken down with individual line items for each major component of the work. This schedule of values shall be subject to review and approval by the Construction Manager.

    2. A man-loaded construction schedule shall be submitted to the Construction Manager for review. This schedule shall minimally meet the requirements of the Project Schedule and the bid documents. The schedule shall be updated monthly to indicate progress and submitted with contractor's requisition for payment.

d. Not later than ten (10) working days from the date of execution of the contractor's agreement, the contractor shall provide a list showing the name of the manufacturer to be used for each product identified in the specifications and, where applicable, the name of the installing subcontractor.

5. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON SCHEDULE

a. The Construction Manager and each Trade Contractor agree that time is of the essence to the Contract Documents and all obligations thereunder. The Trade Contractor acknowledges and agrees that the Owner will sustain damage and loss as a result of the Trade Contractor's failure to meet the time schedules established herein. The Owner will hold the Construction Manager responsible for those damages and losses. The exact amount of such damages and loss will be extremely difficult to ascertain. Therefore, the parties agree that in the event the Trade Contractor fails to meet the time schedule set forth in the Contract Documents, the Trade Contractor shall be assessed liquidated damages, not as a penalty, the per diem amounts set forth in Paragraph 5b. It is expressly agreed such liquidated damages are a reasonable pre-estimate of damages the Owner will incur as a result of the Trade Contractor failing to meet the schedule. In addition, the Trade Contractor agrees to be responsible for, indemnify and save the Construction Manager harmless from all losses, claims or damages claimed by other Trade Contractors or others resulting from or connected with the Trade Contractor's failure to meet the time schedule. The Construction Manager and the Trade Contractor whose funds have been retained specifically retain the right to contest a Trade Contractor's claim for delay on factual, legal and contractual grounds.

b. All Trade Contractors are responsible for scheduling its labor and material procurement so as to complete its work within the time periods set forth in the Contract Documents. The Trade Contractor is also required to perform its work in such a manner so as not to interfere with or prohibit other Trade Contractors from completing their work within the time periods set forth in the

Contract Documents. In the event the Trade Contractor does not meet the time requirements set forth in the time schedule to its work, the Trade Contractor will be assessed Liquidated Damages at the rate of $1,000.00 a day for each day completion is delayed. Notwithstanding the foregoing, and as consequence of special circumstances, reference is made to the Special Instructions and/or below in this section for per diem liquidated damage amounts that shall be applicable to specific work tasks.

6. ADDITIONAL DAMAGES FOR FAILURE TO COMPLETE ON SCHEDULE

a. In the event the non-performance or under-performance of a Trade Contractor causes the Construction Manager to increase its staffing over the levels set forth in the Contract between the Owner and the Construction Manager, the Construction Manager may backcharge by Change Order the cost of the additional staffing to the Trade Contractor whose under or non-performance caused the staffing increase.

b. These damages shall be in addition to any damages assessed due to liquidated damages, the non-performance or under-performance of the Trade Contractor as noted within this specification section.

7. CONSTRUCTION SCHEDULE

a. All work shall commence onsite on December 21, 2019 and shall be completed no later than January 4, 2020. Laser scan documentation and associated files shall be submitted within three weeks after laser scanning operations have been completed. Existing conditions surveying operations shall be conducted while school is not in session.

SECTION 00 42 00 - FORM OF PROPOSAL

Date _____

Julie Chapman, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Gentlemen:

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

Company Name: _____

Street Address: _____

City, Town, Zip Code: _____

Contact: _____

Telephone Number/Fax Number:_____ / _____

E-Mail Address: _____

having visited the site, familiarized himself with the conditions present and carefully examined the Drawings, Bidding Package Contract Documents, and complete Specifications together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by the Perkins Eastman Architects, hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in connection with the Bennie Dover Jackson Middle School project, New London, Connecticut to the satisfaction of the Architect, Construction Manager and Owner for the lump sum as follows:

BID PACKAGE NUMBER	DESCRIPTION	LUMP SUM PRICE (WRITTEN AND NUMBERS)
1.01	Corridor Ceiling Removal	_____ _____

QUANTITY BREAKDOWN

To properly evaluate the Bid, provide the following quantity and cost information for the items listed in the table below, include for all Bid Packages for which a Bid has been submitted.

THE INFORMATION LISTED BELOW SHALL BE PROVIDED AT THE TIME OF BID SUBMISSION.

Note: The Scope of Work to be awarded will not be influenced by the quantity or cost information provided below, quantity and/or cost listed below will not be interpreted as the basis of contract, trade contractor is responsible for all work assigned to the bid package as set forth in the contract documents.

The items listed below are not intended to be an all-inclusive listing, but merely to highlight items included in the bid total cost.

Item No.	Description	Quantity	Total Cost
1	Acoustic Ceiling Removal, including all grid and ACT	_____SF	$_____

Prices quoted shall be guaranteed for ninety (90) days after date of the opening of bids. If written notice of award is received within ninety (90) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Construction Manager within ten (10) business days after receipt of said contract, the executed Contract, together with the Performance and Payment Bonds and Insurance Certificates as required herein.

UNIT PRICES

A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered. All Unit Prices shall include all cost to complete the Work to the representative contractor, including all charges for materials, labor, plant, equipment, additional insurance, taxes and all charges of whatever kind.

The stated unit prices shall apply whether the work is added or deducted to the Trade Contractor's Contract.

Item No.	Description	Amount
1	Firestopping of existing penetrations not indicated on the drawings	$_____/LF

UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without overhead & profit as defined in Item 7.3 of the General Conditions.

Prior to contract award, if requested by the CM, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total

ADDENDA

Acknowledgment is hereby made of the following addenda supplements to the Drawings and Specifications:

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

CONTRACTOR'S MEANS OF COMPLIANCE WITH CHRO REQUIREMENTS

The contract to be awarded is subject to compliance requirements mandated by Connecticut General Statutes Sections 4a-60 and 4a-60a, 46a-71(d) and 46a-81 i (d). 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 the previously stated Sections of the Connecticut General Statutes.

Affidavit Form C - Nondiscrimination Certification shall be completed and submitted at time of bid. Form can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

Unless otherwise noted, all Bidders are required to obtain a minimum goal of 25% of awarded contract to small business enterprises (SBE) and 6.25% to minority business enterprises (MBE) trade contractors and/or suppliers certified by the State of Connecticut Department of Administration Services (DAS)

The successful Trade Contractor shall substantiate this participation within **10 days of receiving a limited Notice to Proceed and prior to signing of the Trade Contract.**

Refer to Section 00 21 13 Instructions to Bidders item 19 for further information.

Indicate below the planned utilization of Small and Minority businesses SBE/MBE included as a percentage of the base bid. Failure to complete this or comply with stated SBE/MBE goals may result in your proposal being deemed incomplete, and thus may result in the rejection of your bid. Note if no indication is provided below then this shall be interpreted as zero participation is planned by the bidder.

This Proposal includes _____% certified SBE participation

This Proposal includes _____% certified MBE participation

In formulating these percentages the bidder is cautioned to make sure that the SBE and MBE participation is in accordance with the requirements of the Connecticut General Statutes and CHRO regulations.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. The undersigned company has been in business under its present name for ___ years.

2. The undersigned company has had ____ years experience in construction work similar to that described in the bid documents for this project.

3. List below the construction projects the undersigned company currently has under contract as of this date, use a separate sheet if necessary:

Project Name	Contract Sum	Class of Work	% Complete	Name of Owner and Contact Information - Email and Phone Number

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project and would qualify you for this work, use a separate sheet if necessary:

Project Name	Contract Sum	Class of Work	% Complete	Name of Owner and Contact Information - Email and Phone Number

5. Has the undersigned company ever failed to complete awarded work? Circle the appropriate response. Yes No

   If the answer is yes, please provide location, date and reason below.

6. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner or individual owner of another entity, ever failed to complete a construction contract? Circle the appropriate response. Yes No

   If the answer is yes, please state below the following information:
   Name of individual(s), name(s) of organization and reason(s)

7. Has the undersigned company been involved or is currently involved in any litigation, administrative or arbitration proceedings in the preceding five (5) years and the outcome? Use a separate sheet as necessary. Circle the appropriate response. Yes No

   If the answer is yes, describe all such actions including the outcome of any closed actions. Use separate sheet as necessary.

8. Has the Contractor or an officer, director, shareholder, partner, employee or other individual associated with the Contractor:

   a. been convicted or entered a plea of guilty or nolo contendere for or admitted to the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?
   Circle the appropriate response. Yes No

   If so, identify such conviction, plea or admission here and provide details on a separate sheet.

b. been convicted or entered a plea of guilty or nolo contendere or admitted to the violation of any state or federal law for fraud, graft, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity of business honesty which affects responsibility as a contractor? Circle the appropriate response. Yes No

If so, identify such conviction, plea, or admission here and provide details on a separate sheet.

c. been convicted or entered a plea of guilty or nolo contendere or admitted to a violation of any state or federal antitrust, collusion or conspiracy law arising out the submission of bids or proposals on a public or private contract or subcontract? Circle the appropriate response. Yes No

If so, identify such conviction, plea or submission here and provide details on a separate sheet.

d. committed a willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions? Circle the appropriate response. Yes No

If so, identify such willful failure here and provide details on a separate sheet.

e. have a history of failure to perform or of unsatisfactory performance of one or more public contractors, agreements or transactions? Circle the appropriate response. Yes No

If so, identify such contracts here and provide details on a separate sheet.

f. committed a willful violation of a statutory or regulatory provision or requirement applicable to a public contract agreement or transaction? Circle the appropriate response. Yes No

If so, identify such violation here and provide details on a separate sheet.

For purposes of Questions 8(a)-(f) above, the fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurs for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.

9. Has the Contractor, or an officer, director, shareholder, or partner ever filed for protection from creditors under any chapter of the United States Bankruptcy Code? Circle the appropriate response. Yes No

If so, identify such company or individual here and provide details on a separate sheet.

10. State how much of your business is for private versus public owners.

Public: _____ %

Private: _____ %

11. Provide the names of the Principal/Project Executive, Project Manager and Field Superintendent/Foreman the Contractor will use on the Project. On a separate sheet summarize their experience that demonstrates they are suitable for the proposed work.

    Principal/Project Executive: _____

    Project Manager: _____

    Field Superintendent/Foreman: _____

12. State the name of your surety and A.M. Best & Company rating of your surety.

    Surety: _____

    Rating: _____

13. State the bonding capacity and the bond premium rate for your firm.

    Bonding Capacity: $_____

    Bond Premium Rate: _____

14. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

    Insurance Carrier: _____

    Rating: _____

15. State the general liability rate for your firm and the interstate or intrastate workers' compensation experience modification rate for your firm for the past five (5) years.

    General liability rate: _____

    Workers' Compensation Experience Modification Rate:

    20__ _____ 20__ _____
    20__ _____ 20__ _____
    20__ _____

16. Summarize the accident and fatality experience of your firm for the last five (5) years by providing the relevant OSHA No. 300A logs as an attachment to your proposal.

17a. Has the Contractor or any persons associated with the firm been cited for one (1) or more willful or serious violations of any occupational safety and health act in the previous five (5) year period? Circle the appropriate response. Yes No

17b. Has the Contractor or any persons associated with the firm received a criminal conviction related to the injury or death of an employee in the previous five (5) year period? Circle the appropriate response. Yes No

    If yes to either or both, explain the citations or convictions on a separate sheet.

17c. On a separate sheet provide a list all citations issued to the contractor by OSHA, MSHA or other state agency regarding health, welfare or safety violations in the previous five (5) years. If none then state so here _____

18a. Within the prior five (5) year period, has the Contractor ever been cited by the Connecticut Department of Labor for disregarding its obligations under Connecticut General Statute sections 31-53 (prevailing wages) or 31-57c (length of workweek)? Circle the appropriate response. Yes No

18b. Has the Contractor been barred from bidding on any state or federal government contracts within the previous five (5) years? Circle the appropriate response. Yes No

If yes to either or both, please describe on a separate sheet.

19. Is your firm registered to conduct business in the State of Connecticut? Circle the appropriate response. Yes No

If yes, please provide your Connecticut Tax Identification number _____

20. Has your bonding company, your company or a subcontractor to and through your company within the past 5 years been noticed or have been served with a claim, both either formally or informally by an Owner, a Construction Manager or General Contractor for failure to manage, perform, meet a deadline, a milestone or a schedule or fail to complete a project or a portion thereof?
Circle the appropriate response. Yes No
If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed.

21. Has your bonding company, your company or a subcontractor to and through your company within the past 5 years been charged with or paid liquidated damages or have been back-charged for failure to manage, perform, meet a deadline, a milestone or a schedule or fail to complete a project or a portion thereof? Circle the appropriate response. Yes No

If yes, state the project, location, Owner, subcontractor (if applicable) and to whom the claim was paid and the dollar amount.

22. Has your company or a subcontractor to and through your company ever filed within in the last 5 years a formal or informal claim to an Owner, Construction Manager, or General Contractor for acceleration, delay, and/or other types of recovery costs? Circle the appropriate response. Yes No

If yes, state the project, location, to whom the claim was filed and the dollar amount.

23. List the categories of work that your organization normally performs with its own forces
_____

24. Complete the following items if your bid is in excess of $500,000.00:

a. Do you have a DAS Pre-Qualification Certificate? Circle the appropriate response. Yes No
b. Identify all trade classifications that you are pre-qualified for: _____
_____

25. Failure to disclose any of the information requested above or fail in any way to respond to each question accurately and truthfully may be grounds for immediate rejection of the bid proposal.

OTHER REQUIREMENTS

It is understood that the Owner and/or Construction Manager reserves the right to accept or reject any and all bids that they deem to be in their best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for ninety (90) days after date of the opening of bids. If written notice of award is received within ninety (90) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Construction Manager within ten (10) business days after receipt of said contract, the executed Contract, together with the Performance and Payment Bonds and Insurance Certificates as required herein.

The undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named bonds, insurance certificates and contract; and that if the undersigned defaults in furnishing said bonds and insurance and in executing and delivering said Contract within ten (10) business days of receipt of contract to him/her, then said Security shall be payable to the Owner for its own account; but if this proposal is not accepted within said ninety (90) days of the time set for submission of bids, or if the undersigned executes and delivers said bonds, insurance and Contract, the Bid Security shall be returned to the undersigned. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

By submission of this proposal, the undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the proposal a sum to cover the costs of all items in the contracts.

By submission of this proposal, the undersigned acknowledges that they have read the job narrative and schedule requirements and agrees to provide sufficient staff and organization and to select subcontractors and suppliers to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

Respectfully submitted,

_____

Signature

_____

Printed Name and Title

Attest: _____

SEAL IF REQUIRED

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and say that:

(1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;

(2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

(6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

_____
(Notary Public)

My Commission expires _____

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship._____ _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

_____ _____

DATE Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract
   Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
   Yes ( ) No ( ) Not Required ( )

4. If answer to item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

_____
Name and Title of Signer (Please Type)

_____ _____
Signature Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt form the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

> "Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____ By: _____

Official Address: _____ Title: _____

_____

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 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in 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, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__No__ -Bidder is a minority business enterprise Yes__No__ (If yes, check ownership category) Black___Hispanic___Asian American___American Indian/Alaskan Native___Iberian Peninsula___Individual(s) with a Physical Disability___ Female___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__No__	9. Does your company have a mandatory retirement age for all employees? Yes__No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__No__NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__No__NA__
6. Does your company have a collective bargaining agreement with workers? Yes__No__ 6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? Yes__No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__No__	12. Does your company have a written affirmative action Plan? Yes__No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices (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 minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
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											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

O&G INDUSTRIES, INC.
112 Wall Street
Torrington, Connecticut 06790
Phone: 860-489-9261 Fax: 860-496-4286

Construction Management Trade Contract

Contract No. «ContractNumber»
Cost Control No. «ItemNumber»

Bennie Dover Jackson Middle School
New London, Connecticut

TRADE CONTRACTOR:
«ToCompany»
«ToAddressLine1»
«ToAddressLine2»
«ToAddressCity», «State» «Zip»

RETAINAGE: 5%
NON-RESIDENT S/T RETAINAGE: Y / N
PYMT/PERFORM BOND: «Yes»

OWNER:
City of New London
181 State Street
New London, CT 06320

ARCHITECT:
Perkins Eastman Architects, DPC
677 Washington Boulevard, Suite 1
Stamford, Ct 06901

This Agreement made _____, by and between «ToCompany» hereinafter called "Trade Contractor" a corporation, partnership, limited liability company, individual proprietorship (*circle applicable business form*) and O&G Industries, Inc., hereinafter called "Construction Manager" for the above-referenced "Project".

WITNESSETH: That Trade Contractor and Construction Manager for the consideration hereinafter named, agree as follows:

SCOPE OF WORK: FURNISH all labor, material, and equipment necessary to complete all work of _enter Bid Package Here__, all in accordance with the contract documents listed in Exhibit A, attached.

The following Allowances are made a part of this Agreement:

Specifically included in this Contract are the following:

Excluded from this contract are the following:

The following Alternates have been accepted by the Owner are hereby incorporated into the contract:

The following unit prices apply:

The following labor rates shall be utilized for change orders:

TRADE CONTRACT AMOUNT:

Trade Contractor shall complete the Work under this Trade Contract for the lump sum Trade Contract Price equal to $_____ ("Trade Contract Price").

Base Bid:
Alternates:
Allowances:
Value Engineering:
Lump Tax:
TOTAL:

This Contract/ Trade Contractor Agreement continues in the attached General Conditions, as if fully set forth herein.

Please note: **No payments will be made on this contract until the signed copies have been returned to O&G Industries, Inc.**
Any and all work performed shall be in conformity with and governed by this contract, including all terms and conditions.

TRADE CONTRACTOR: «TOCOMPANY»	**CONSTRUCTION MANAGER:** O&G INDUSTRIES, INC.
Signed: _____	Signed: _____
By:	By: Aaron L. Mednick, Vice-President
Date: _____	Date: _____
Witness: _____	Witness: _____

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1. TRADE CONTRACTOR'S WORK

1.1 Definitions

The following terms as used in this Trade Contract shall have the following meanings:

(a) "Applicable Law" shall mean means all laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court or governmental agency or authority, and rules, regulations, codes, orders, interpretations of any federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, or court having jurisdiction over the Project or any activity conducted at or in connection with the Project or in connection with the Trade Contract.

(b) "Architect" is the party identified as "Architect/Engineer" on page 1 of this Trade Contract.

(c) "Construction Manager" shall mean O&G Industries, Inc.

(d) "Contract Documents" shall have the meaning set forth in Section 2.1 of this Trade Contract.

(e) "Owner" is the party identified as "Owner" on page 1 of this Trade Contract.

(f) "Owner Contract" shall mean the contract between the Owner and Construction Manager, including all documents incorporated therein.

(g) "Project" is the construction project identified on page 1 of this Trade Contract.

(h) "Project Schedule" shall have the meaning set forth in Section 3.1 of this Trade Contract.

(i) "Trade Contractor" is the party identified as "Trade Contractor" on page 1 of this Trade Contract.

(j) "Trade Contractor-subcontractor" shall mean lower tier vendor, supplier, materialmen, consultant, contractor, subcontractor or other person or entity performing a portion of the Work for Trade Contractor hereunder and/or providing equipment or services directly or indirectly in connection with the Work or Trade Contract.

(k) "Trade Contract Price" is the amount identified as "Trade Contract Amount" on page 1 of this Trade Contract.

(l) "Work" shall have the meaning set forth in Section 1.2 of this Trade Contract.

1.2 Work Defined

Trade Contractor shall perform all work required by this Trade Contract, under the general direction of Construction Manager, and shall furnish all supervision, labor, materials, tools, equipment and all other items necessary for the completion of the work described in **Exhibit A** and work incidental thereto, in strict accordance and full compliance with the terms of this Trade Contract and the Contract Documents described herein, to the satisfaction of the Owner and Construction Manager (hereinafter, the "Work").

1.3 Trade Contract Includes All Items Necessary to Complete Work

Trade Contractor and its Subcontractors shall strictly comply with all requirements of the Trade Contract in the performance of the Work and other activities in connection with the Trade Contract. Trade Contractor acknowledges and agrees that it can perform and complete the Work in strict compliance with the Trade Contract requirements, including Trade Contract Price and Project Schedule, and acknowledges and agrees that it can do so even though certain drawings, specifications, addenda and bulletins, may not be fully developed at the time of contracting. Trade Contractor further acknowledges and agrees that the Work includes the provision of all equipment, components, systems, materials, documentation and other services and items required to perform the Work and make it complete, functional and/or operational, notwithstanding the fact that each such service or item may not be expressly mentioned in the Contract Documents.

1.4 Investigation of Site and Contract Documents
Trade Contractor represents that it has, or has had, full opportunity to examine the Project site and Contract Documents, that it has satisfied itself as to the requirements of the Work and all conditions which may affect the Work, including but not limited to the availability and costs of labor, services, equipment, materials, supplies and other items required for the Work, the observable condition of the Project site and access thereto to perform the Work and actual and anticipated local weather conditions; that the Trade Contract Price and Project Schedule have been determined with due regard for all such requirements and conditions which do or may affect the Work; and, that its entry into the Trade Contract has not been induced either wholly or in part by any promises, representations or statements by or on behalf of Construction Manager, Owner and/or the Architect, other than those set forth in the Trade Contract. Trade Contractor acknowledges and accepts the risk of mistake or error with respect to all matters within the scope of its Project investigation, and agrees that it shall not be entitled to, and shall make no claim for, any additional compensation or damages of any kind or character or an extension of time for performance should any requirements or conditions applicable to the Work be different from or in addition to those identified by Trade Contractor through such reasonable investigation.

1.5 Duty to Inspect
Trade Contractor shall inspect the work provided by others onto which the Work is to be placed or to which the Work is to be applied or attached and shall notify Construction Manager in writing of any observable defect or other detrimental condition in any such work prior to the performance of the affected Work. If Trade Contractor fails to so notify Construction Manager, Trade Contractor shall be deemed to have accepted the condition of such work as suitable for its Work. Trade Contractor shall be liable for any added costs or damage resulting from its performance of any Work involving any unsuitable work provided by others of which Trade Contractor has not notified Construction Manager as required, including any re-performance and related costs of correction as well as any additional costs incurred by the Construction Manager, Owner or their other contractors.

1.6 Coordination with Other Work
Trade Contractor agrees that Owner and Construction Manager shall have the right to perform or have performed other work in or about the Project site during the time when Trade Contractor is performing its Work. Trade Contractor shall: coordinate its Work activities at the Project site with those of Construction Manager, Owner, and their other contractors; afford a reasonable opportunity for the introduction and storage of materials and the execution of such work; and make every reasonable effort to enable both its Work and such other work to be completed without hindrance or interference. Trade Contractor shall notify Construction Manager in writing of any potential conflicts between its Work and such other work and if requested by Construction Manager shall participate in the preparation of coordination drawings in areas of congestion. In situations where a conflict arises between the Trade Contractor's Work and the work of others, Construction Manager will determine in its sole discretion which work has the highest priority and direct the performance of the Work accordingly. Trade Contractor shall not be entitled to an adjustment of the Trade Contract Price or an extension of time for its field coordination activities as the Trade Contractor shall anticipate and provide for such activities in the Trade Contract Price and agreed time for performance.

2. CONTRACT DOCUMENTS

2.1 Contract Documents Defined
The Trade Contract is comprised of the following "Contract Documents": the Trade Contract Agreement; the Trade Contract Exhibits (including without limitation, the plans and specifications referenced therein); and the Owner Contract as it relates (directly or indirectly) to the Work to be performed by Trade Contractor under the Trade Contract. Trade Contractor assumes toward the Construction Manager and the Owner all the obligations that the Construction Manager assumes toward the Owner in the Owner Contract with respect to the Work to be performed by Trade Contractor under the Trade Contract. Construction Manager shall have the benefit of all rights, redress and remedies against Trade Contractor that Owner has against Construction Manager under the Owner Contract. Notwithstanding the foregoing, the payment and dispute resolution provisions contained in the Owner Contract are specifically excluded from the Contract Documents.

2.2 Duty to Review Contract Documents
Trade Contractor shall carefully study and compare the Contract Documents and notify Construction Manager in writing of any error, inconsistency, omission or ambiguity prior to executing any affected Work. The Trade Contractor shall notify the Construction Manager in writing within three (3) business days of the Trade Contractor's discovery of any error, inconsistencies or omissions in the Contract Documents. Trade Contractor shall not proceed with the Work or phase of the Work affected by such document error until Trade Contractor has notified Construction Manager and has, in turn, received appropriate written instructions or clarifications from Construction Manager. Construction Manager's determination of the Trade Contract requirements in view of the error, inconsistency, omission or ambiguity shall be final and Trade Contractor

shall perform the Work consistent with that determination, subject to dispute resolution in this Trade Contract. Trade Contractor shall be liable for any added costs or damage resulting from its performance of any Work involving an error, inconsistency, omission or ambiguity in the Contract Documents that has not been reported to Construction Manager, including any re-performance and related costs of correction as well as any additional costs incurred by the Construction Manager. Nothing in this paragraph shall relieve the Trade Contractor of responsibility for its own errors, inconsistencies and omissions.

2.3 Contract Documents Interpreted Cohesively
The Contract Documents are intended to be read as a whole, and any Work required by one part and not mentioned in another (e.g., item shown in drawing and not mentioned in the specifications, or mentioned in the specifications and not shown in drawing), shall be executed to the same extent as though required by all. The addition, omission or incorrect placement of a word or character in one part of the Trade Contract shall not change the intent of the Trade Contract as a whole, and shall not constitute the basis for a claim by the Trade Contractor for an increase in the Trade Contract Price or an extension of time within which to perform and complete the Work.

2.4 Highest Quality Prevails
In the event of a conflict between one or more provisions of the Contract Documents, the provision imposing the more demanding term, condition, duty or standard of performance, or the greater limitation on the nature and type of relief or damages allowed to Trade Contractor, shall control. A conflict exists in the Contract Documents when the same subject matter is addressed by two or more provisions of the Contract Documents in a manner that cannot be reconciled to give effect to all provisions. In the various parts of the Contract Documents where reference is made to applicable codes and standards, the Work shall, except as otherwise specified, conform to the latest issue of the referenced code or standard in effect at the time the Work is performed.

3. TIME OF PERFORMANCE AND COMPLETION

3.1 Project Schedule
The Construction Manager will develop the Project Schedule that will schedule and coordinate the times required for each area of work on the Project, including the Work. Trade Contractor shall participate and cooperate with Construction Manager in scheduling the times and sequences required to perform Trade Contractor Work, and Trade Contractor agrees to perform its Work in accordance with the Project Schedule, as it may be revised and amended from time to time by Construction Manager. Trade Contractor further agrees that it shall comply with the Bid document Construction Schedule and requirements set forth in the contract documents, including, without limitation, specification 00 31 13 Project Schedule and Phasing , .

3.2 Duty to Diligently Maintain Schedule
Except as otherwise provided elsewhere in the Contract Documents, Trade Contractor shall commence the Work in accordance with the Project Schedule immediately upon receipt of verbal or written notice to proceed from Construction Manager. Trade Contractor shall diligently and continuously prosecute its Work or any portion thereof in an efficient fashion and at a rate so as not to cause delay in the progress of the work of Construction Manager, Owner, or their other contractors. Trade Contractor shall maintain and update on at least a monthly basis (or more frequently if requested) a resource loaded, (and cost loaded if requested) critical path method schedule for the Trade Contractor's Work, which depicts Trade Contractor's Work activities with logic ties for preceding/restraining work, duration, crew size, (and cost if requested.)

3.3 Failure to Maintain Schedule
Trade Contractor acknowledges that the dates required in the Project Schedule for the performance and completion of the Work are essential conditions of the Trade Contract and agrees that Trade Contractor's failure to perform and complete the Work consistent with such dates shall constitute a material violation of the Trade Contract. Trade Contractor represents that it has taken into consideration and made allowances for all hindrances and delays incident to its Work as provided herein.

3.4 Duty to Coordinate with Project Schedule
In support of the Project Schedule, Trade Contractor shall, as a condition precedent to Construction Manager's obligation to process Trade Contractor's first estimate for payment, furnish Construction Manager with an itemized breakdown of Trade Contractor's Work, which shall include the anticipated sequence of the Work and durations in terms of days and man-hours for the work activities necessary to complete the Work in the time required to support the Project Schedule. Trade Contractor represents that it shall: (i) prepare documents that are feasible and realistic for the planning, scheduling and coordination of the Work, and (ii) prepare schedules, updates, revisions and reports that accurately reflect Trade Contractor's reasonable expectations as to the sequence of activities, duration of activities, productivity or efficiency, projected and actual completion of any Work item or activity, and delays or problems expected or encountered and specified float time, including as necessary, accounting for any direction provided by Construction Manager as set forth herein.

3.5 Right of Construction Manager to Dictate Schedule

Construction Manager shall be entitled to decide the time, order and priority for performance of the various portions of Trade Contractor's Work to the extent necessary, in Construction Manager's judgment, to assure Construction Manager's compliance with the scheduling requirements imposed on Construction Manager under the Owner Contract, and to direct the performance of the Work accordingly. Trade Contractor shall not be entitled to an adjustment of the Trade Contract Price or an extension of time in connection with any such direction by Construction Manager as the Trade Contractor shall anticipate and provide for such activities in the Trade Contract Price and agreed time for performance.

3.6 Duty to Recover Schedule Delays

If Construction Manager determines that Trade Contractor has fallen behind in the progress of the Work or is in danger of falling behind at its then current rate of progress, or is responsible for any Project Schedule delays, Construction Manager may direct Trade Contractor on written notice to take the steps Construction Manager deems necessary to improve the rate of progress of the Work, including requiring Trade Contractor to increase its labor force, number of shifts and/or overtime operations, days of work, or to provide additional equipment or materials. Trade Contractor shall work overtime, Saturdays and Sundays at the direction of the Construction Manager without additional cost to the Construction Manager if in the judgment of the Construction Manager such overtime and Saturday and Sunday work is necessary due to delays caused by and within the control of the Trade Contractor. Within forty-eight (48) hours of such written notice from Construction Manager, Trade Contractor shall submit for Construction Manager's approval a recovery plan composed of a schedule and a safety assessment to demonstrate the manner by which Trade Contractor will implement the required steps to attain the required rate of progress while maintaining an injury free environment. Trade Contractor will implement the recovery plan immediately upon Construction Manager's approval. If Construction Manager determines that Trade Contractor's plan will not attain the required rate of progress, Construction Manager may, in its sole discretion and without further notice: (1) direct the Trade Contractor to take the steps Construction Manager directs in that regard and perform the Work accordingly, all without additional cost to the Construction Manager; or (2) perform the Work as Construction Manager deems necessary to attain the required rate of progress. Construction Manager may deduct from any payment due Trade Contractor or collect directly from Trade Contractor on demand all damages incurred or suffered by Construction Manager in connection with Trade Contractor's delay in the progress of the Work or to the Project Schedule, including any damages assessed against Construction Manager under the Owner Contract.

3.7 Right of Construction Manager to Inspect and Review Work

Trade Contractor shall at all times provide Construction Manager, Owner, the Architect and their authorized representatives safe and sufficient facilities and access to review or inspect the Work on the Project site and, upon request, at Trade Contractor's and its Trade Contractor-subcontractor's offsite facilities where any Work is being performed. Construction Manager shall have no obligation to review or inspect Trade Contractor's Work, and any such review or inspection shall not relieve Trade Contractor of its obligations under this Trade Contract. Construction Manager, along with the Owner and Architect, shall determine the requirements of the Contract Documents in connection with the Work and whether the Work has been performed and completed in accordance with those requirements. These determinations shall be final and Trade Contractor shall perform the Work consistent with them, subject to dispute resolution provisions set forth herein.

3.8 Rejected Work

Construction Manager, Owner or the Architect may reject any Work performed or equipment, materials, supplies or other items furnished by Trade Contractor that are determined not to comply with the requirements of the Contract Documents. Within twenty-four (24) hours after receiving Construction Manager's notice rejecting any Work performed or equipment, materials, supplies or other items furnished, Trade Contractor shall take down the rejected Work and remove the rejected equipment, materials, supplies or other items from the Project site. Trade Contractor shall promptly re-perform any rejected Work and replace any rejected equipment, materials, supplies or other items as necessary to comply with the requirements of the Contract Documents. All costs associated with re-performing rejected Work and replacing rejected equipment, materials, supplies or other items including, without limitation, any costs incurred to correct any work of Construction Manager, Owner or their other contractors as required in connection with any rejected Work, shall be borne by the Trade Contractor without any increase in the Trade Contract Price or time for performance of the Work.

3.9 Supply Priority

In the event of a partial failure of the Trade Contractor's sources of supply of the equipment, materials, supplies or other items to be furnished under the Contract Documents, whether due to allocation or otherwise, the Trade Contractor shall make all reasonable efforts to fully meet its obligations under this Trade Contract prior to making any allocations among the Trade Contractor's other customers.

3.10 Completion and Acceptance

The Work will be deemed substantially and finally complete in accordance with the manner set forth in the Owner Contract, or earlier date agreed by Construction Manager in a written notice to Trade Contractor. Trade Contractor shall give written notice to Construction Manager upon considering its Work substantially complete, and shall provide to Construction Manager a punch list of remaining items to be performed to achieve final completion. Trade Contractor shall revise the punch list to include any additional items identified by Construction Manager and shall perform the punch list Work as directed by Construction Manager. Construction Manager may temporarily take possession of and use any part of the Trade Contractor's Work at any time prior to final completion of all the Work. The use or acceptance of part of the Work by Construction Manager as provided herein shall not relieve Trade Contractor of any of its responsibilities under the Trade Contract, nor shall it be construed to deem the Work substantially complete.

4. PROGRESS PAYMENTS

4.1 Schedule of Values
Within fifteen (15) days of the execution of this Trade Contract Agreement, Trade Contractor shall submit for Construction Manager's approval Trade Contractor's itemized schedule of values that allocates the Trade Contract Price to the various portions of the Work. The schedule of values shall be in the form and supported by data to substantiate its accuracy as required by the Contract Documents, or as Construction Manager may reasonably require. Upon acceptance by Construction Manager, Trade Contractor will use the schedule of values as the basis for its periodic applications for payment. If it is later determined that the schedule of values is unbalanced, the Trade Contractor shall revise and resubmit the schedule of values for Construction Manager's approval.

4.2 Payment Applications
Unless otherwise set forth by Construction Manager, on or before the earlier of the 25th day of each month, or five (5) days prior to the date, if any, in the Owner Contract for the submission of payment applications, Trade Contractor shall deliver to the Construction Manager, in the form and manner determined by the Construction Manager, a detailed statement showing value of work completed during the previous month utilizing the approved schedule of values, along with all substantiating data and information required by the Contract Documents or as reasonably requested by Construction Manager. The amount on each payment application shall be calculated based on the percentage of Work completed by Trade Contractor to the date of the application as approved by the Construction Manager, Owner and/or Architect. The amount of the payment shall be the sum of the proportionate value of completed Work based on Trade Contractor's approved schedule of values; less the following amounts:

(1) retainage as set forth in the Owner Contract;
(2) an additional 2% retainage pursuant to Section 8.2;
(3) all previous payments;
(4) all charges for materials and services furnished by Construction Manager to Trade Contractor; and
(5) any other charges and deductions as provided for in the Trade Contract.

4.3 Unit Price Work
Where this Trade Contract Agreement anticipates that the Work shall be paid for at an agreed rate per unit of Work in place, then the Trade Contractor agrees that any unit prices stated herein shall represent payment for the work covered including Trade Contractor's overhead and profit and that the Owner, Architect/Engineer or Construction Manager may make a final and binding determination of the Work to be paid. All quantities stated herein are approximate. Actual payment quantities are subject to field verification by Owner and/or Construction Manager and acceptance of required documentation, and may vary significantly from original estimated quantities, and quantity variation will not be reason to renegotiate a unit price, unless required by Owner. It is Trade Contractor's responsibility to coordinate and verify units installed with the Owner's representative and provide such verification with each monthly payment application.

4.4 Payment for Stored Materials
Requests for payment for materials not incorporated in the Work but delivered to and accepted by Construction Manager and suitably stored (on or off the Project site), may be made, if at all, in accordance with the Contract Documents. Trade Contractor-subcontractor invoices itemizing respective quantities and unit costs of such stored material shall accompany all requests for payments for stored materials. At its option, Construction Manager may make payment for stored material by joint check to Trade Contractor and the applicable Trade Contractor-subcontractor and require as a condition precedent to payment for stored materials that a bill of sale, any necessary Uniform Commercial Code documentation and/or proof of proper insurance be furnished from Trade Contractor and the applicable Trade Contractor-subcontractor. Materials accepted by Construction Manager and stored off site must be at a bonded warehouse, unless stored at the Trade Contractor's premises with Construction Manager's approval. All such stored materials shall be fully insured, and segregated from other material identifiable with a clearly marked "Property of O&G Industries, Inc." label. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements for Stored Materials set forth in **Exhibit D**, attached hereto.

4.5 Payment Timing
If approved by Owner and Construction Manager, Construction Manager shall pay the net amount due to Trade Contractor within twenty-five () days after Owner pays the corresponding amount to Construction Manager under the Owner Contract. Trade Contractor expressly agrees that payment by Owner to Construction Manager for any Work performed by Trade Contractor is an express condition precedent to any payment by Construction Manager to Trade Contractor and that Construction Manager is under no obligation until and unless the Construction Manager has been paid by Owner. Payment by the Owner is also an express condition precedent to the liability of any surety on any payment bond furnished on behalf of Construction Manager as principal. The payment provisions of this Agreement are subject to the condition that the Construction Manager receive, in good funds from the Owner, progress payments in at least the amounts payable to the Trade Contractor on this Project for work performed by Trade Contractor. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work. Further, Trade Contractor agrees to provide Construction Manager with a duly executed "Interim Lien/Bond Waiver and Release" in the form annexed as **Exhibit E** as condition precedent to receipt of any progress payments.

4.6 Right to Withhold on Unverified Contractor
If Trade Contractor is a Unverified Contractor as defined in Connecticut General Statutes (C.G.S.) §12-430(7)(A)(iv), any amounts that constitute a hold back under C.G.S. §12-430(7)(D)(i), as required by said section, shall be deemed payments under this Trade Contract. Construction Manager shall withhold five percent (5%) of the total Trade Contract price from any non-resident Trade Contractor and shall remit such sum to the Connecticut Department of Revenue Services within thirty (30) days after completion of the Trade Contract. This withholding shall be in addition to any other rights to retention or withholding as may be set forth in the Trade Contract. Construction Manager may be relieved of this withholding obligation if the non-resident Trade Contractor provides a Resident Contractor or Verified Contractor Status Certification to the Construction Manager issued by the Department of Revenue Services. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements set forth in **Exhibit C**, attached hereto.

4.7 Right to Withhold and Set-off
Construction Manager may withhold the whole or any part of any payment to Trade Contractor to such extent as Construction Manager reasonably deems necessary to protect it from loss as a result of:

(1) incomplete, defective or damaged Work not remedied;
(2) Construction Manager backcharges;
(3) claims filed or reasonable evidence indicating probable filing of claims, including lien claims, involving or arising out of Trade Contractor's Work;
(4) damage to Construction Manager's, Owner's or their respective other contractors' work;
(5) failure of Trade Contractor to make payments when due to Trade Contractor-subcontractors;
(6) reasonable insecurity regarding Trade Contractor's intention or ability to continue with the proper and timely performance of the Work;
(7) failure of the Trade Contractor to perform or comply with any of its obligations under the Contract Documents;
(8) expenses arising from frivolous claims against Construction Manager; or
(9) amounts due from Trade Contractor to Construction Manager for any other debt owed by Trade Contractor to Construction Manager.

No payment shall be required to be made which will reduce the contract balance below a sum which, in the reasonable opinion of the Construction Manager, will be adequate to fully cover the cost of completion and possible corrective work.

4.8 Payment to Trade Contractor Held in Trust
Trade Contractor shall promptly pay for all labor, services, equipment, materials, supplies and other items acquired, performed, furnished or used in connection with the performance of the Work covered by payments received from Construction Manager, and shall furnish evidence satisfactory to verify compliance with this requirement when requested by Construction Manager. All funds paid to Trade Contractor in connection with the Project constitute funds held in trust by Trade Contractor. Trade Contractor agrees to apply first to the payment of the following:

(1) taxes owed by Trade Contractor based on labor, services, equipment, materials supplies and other items acquired, performed, furnished or used in connection with the performance of the Work;
(2) Trade Contractor bond and insurance premiums;
(3) Trade Contractor's labor, including without limitation benefits; and
(4) Trade Contractor-subcontractors and any applicable Trade Contractor-subcontractor benefit funds.

4.9 Tax Obligations
Trade Contractor agrees to pay all taxes, fees and contributions on or measured by the income, gross receipts or assets of Trade Contractor or any of its Trade Contractor-subcontractors and all taxes, fees and contributions on or measured by employees or other labor costs of Trade Contractor or any of its Trade Contractor-subcontractors, including without limitation all payroll or employment compensation tax, social security tax or similar taxes for Trade Contractor or any of its Trade Contractor-subcontractor's employees. Trade Contractor further agrees to pay all sales and use taxes, and all import, export and other customs duties, charges, levies and fees imposed or incurred in connection with the shipping and delivery of any equipment, materials, supplies or other items required for the Work to the Project site. In the event that Construction Manager should pay or be required to pay any of the foregoing items or any portion thereof, Construction Manager may deduct the amount from the Trade Contract balance or invoice Trade Contractor therefor. Trade Contractor shall pay any such Construction Manager invoice in full within five (5) days of receipt

4.10 Trade Contractor's Payment to Trade Contractor-subcontractors
Prior to submitting its first payment application, Trade Contractor shall provide Construction Manager with a statement identifying the name, address and telephone number of each known Trade Contractor-subcontractor. Trade Contractor shall update its statement with each monthly estimate for payment as required to identify any new Trade Contractor-subcontractors and any name, address or telephone number changes for existing Trade Contractor-subcontractors. Trade Contractor shall pay its Trade Contractor-subcontractors and material suppliers within fifteen (15) days of payment by the Construction Manager to the Trade Contractor for such labor performed or such materials furnished to the Project by such Trade Contractor-

subcontractors or materialmen. Construction Manager may, in its sole discretion make payment for any portion of Trade Contractor's Work by joint check to Trade Contractor and the applicable Trade Contractor-subcontractor or benefit fund to which Trade Contractor has an outstanding obligation. Any payments made by Construction Manager by joint check as provided herein shall be deemed to have been made directly to Trade Contractor. Nothing in this Section shall act to create a contractual relationship between the Construction Manager and the Trade Contractor's subcontractors or materialmen, or other third party, but is solely for the benefit of and protection of the Construction Manager, and such subcontractors or materialmen or other third party shall have no cause or claim against the Construction Manager under or pursuant to this Trade Contract.

4.11 Payment not Acceptance or Waiver
A progress payment made by Construction Manager is not intended nor shall be construed as evidence that Trade Contractor has satisfied its obligations in connection with all or part of the Work covered by such payment. Construction Manager shall not by virtue of having made any such payment be deemed to have accepted any Work not meeting the requirements of the Trade Contract or to have waived any claims against Trade Contractor in connection therewith. All payments are provisional and any overpayment by Construction Manager to Trade Contractor shall be deemed to be a mistake of fact and shall be promptly repaid to Construction Manager upon demand. The acceptance by Trade Contractor of each progress payment from Construction Manager shall constitute a waiver and release by Trade Contractor of all claims of any kind against the Construction Manager as full payment for all Work performed and all claims of any kind up to the date of Trade Contractor's estimate for payment against which payment was made and accepted, excluding only Trade Contractor's entitlement to retainage withheld in connection with such payment, and all claims expressly reserved by Trade Contractor prior to such payment by strict compliance with the Notice requirements in this Trade Contract.

5. FINAL PAYMENT

5.1 Final Payment Application
Trade Contractor shall submit its final payment application when it has completed all of the Work, including punch list items, in accordance with all requirements of the Trade Contract as approved by the Construction Manager and Owner and/or Architect. Trade Contractor's final payment application shall include all substantiating data and information required by the Contract Documents or as reasonably requested by Construction Manager. Trade Contractor's final payment application shall show the Work as one hundred percent (100%) complete and shall be calculated in the same manner as Trade Contractor's periodic progress payments under this Trade Contract, provided that retention shall not be deducted to arrive at the net amount due. If approved by Owner and Construction Manager, Construction Manager shall pay the net amount due to Trade Contractor within twenty-five (25) days after Owner pays the corresponding amount to Construction Manager under the Owner Contract, provided all conditions precedent to final payment under the Contract Documents, including the following, have been met:

(1) any conditions precedent in the Owner Contract to Trade Contractor's entitlement to final payment have been satisfied;
(2) Trade Contractor's surety, if any, has consented in writing to the making of final payment;
(3) Trade Contractor has provided Construction Manager with a statement that it has completed the Work and performed all other obligations as required under the Trade Contract through the date of its final estimate for payment;
(4) Trade Contractor has provided Construction Manager with a statement that it has paid all federal, state, county and municipal taxes, duties and other amounts imposed by Applicable Law upon any labor, services, equipment, materials, supplies or other items acquired, performed, furnished or used in connection with Trade Contractor's performance of the Work, including, but not limited to, sales, use, gross receipts, excise, unemployment, and personal property taxes;
(5) Trade Contractor has provided Construction Manager all as-built drawings, certifications, maintenance manuals, operating instructions, statement of estimates, reports and other final submittals; software; written guarantees and warranties; and bonds required to be provided by Trade Contractor under the Trade Contract; and
(6) Trade Contractor has provided a duly executed "Final Lien/Bond Waiver, Release and Indemnity Agreement" in the form annexed as **Exhibit E** (Construction Manager may require a final waiver and release of liens and claims from Trade Contractor-subcontractors).

5.2 Payment from Owner Express Condition Precedent to Payment
Trade Contractor expressly agrees that payment by Owner to Construction Manager for all Work performed by Trade Contractor is an express condition precedent to final payment by Construction Manager to Trade Contractor and that Construction Manager is under no obligation until and unless the Construction Manager has been paid by Owner. Payment by the Owner is also an express condition precedent to the liability of any surety on any payment bond furnished on behalf of Construction Manager as principal. The payment provisions of this Agreement are subject to the condition that the Construction Manager receive, in good funds from the Owner, payments in at least the amounts payable to the Trade Contractor as its final payment. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work.

5.3 Acceptance of Final Payment is a Waiver and Release
Trade Contractor's acceptance of final payment from Construction Manager shall constitute a final waiver and release of all liens and claims by Trade Contractor against the Construction Manager and Owner arising out of or relating to the Trade Contract.

6. LABOR AND SUPERVISION

6.1 Skilled Labor Force
Trade Contractor shall engage a sufficient number of skilled workers to perform the Work promptly, diligently, and in accordance with the requirements of the Trade Contract. If requested by Construction Manager, Trade Contractor shall provide Construction Manager with copies of its policies regarding the furnishing of labor including copies of all wage agreements, working rules, and regulations, if applicable, affecting the Work. Trade Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRAC), specifically including all of its I-9 employer verification provisions. Trade Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Trade Contractor warrants that it has an I-9 verification policy which it implements throughout the company. Further, Trade Contractor agrees to indemnify and defend Construction Manager and Owner for any legal fees, public relations costs, work stoppages, and any damages resulting from Trade Contractor's employment of any unauthorized workers.

6.2 Technical Training and Commissioning
To the extent required by the Owner Contract, Trade Contractor shall provide all technical personnel required to startup, test, commission and operate any equipment and to test and use any material, supplies or other items used or supplied by Trade Contract in connection with the Work and to instruct Construction Manager's and Owner's personnel in the operation and maintenance of any such equipment, materials, supplies or other items. Trade Contractor shall also maintain records relative to qualifications of its employees including, without limitation, licenses and certifications concerning the Work.

6.3 Supervisory Personnel
Trade Contractor shall engage a sufficient number of competent supervisory personnel as are necessary to perform the Work in accordance with the requirements of the Trade Contract. Trade Contractor shall further have a competent superintendent continuously on the Project site during work hours and readily available on call. The superintendent shall be fully acquainted with the Work and shall have the authority to administer the Trade Contract on Trade Contractor's behalf and shall not be changed except with the consent of Construction Manager, which consent shall not be unreasonably withheld.

6.4 Labor Harmony
Trade Contractor shall comply with any superintendence or project management obligations imposed upon Construction Manager under the Owner Contract to the extent necessary to ensure Construction Manager's compliance with such obligations to Owner. Trade Contractor shall be responsible for all labor relations matters relating to its performance of the Work and shall at all times maintain harmony among the personnel employed by it and its Trade Contractor-subcontractors in connection with the Project with those of Construction Manager, Construction Manager Construction Manager Owner and their other contractors. Trade Contractor shall at all times use all reasonable efforts and judgment as a skilled and experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes and strikes. Trade Contractor shall notify Construction Manager as promptly as possible of any actual or potential labor dispute that may affect the Work. If a labor condition threatens the timely completion of any portion of the Work and Trade Contractor fails to give satisfactory assurance of its ability to complete the Work in a timely manner, or Trade Contractor fails to employ labor that is compatible and in harmony with other labor employed on the Project, or Trade Contractor fails to continue to perform the Work without interruption or delay during a strike, picket, walkout, or other work stoppage or slowdown caused by a labor dispute, Construction Manager may, at its option, terminate Trade Contractor's right to proceed with Work for default or employ workmen to perform the affected Work and backcharge Trade Contractor the cost thereof.

6.5 Removal of Employee
If Construction Manager notifies Trade Contractor in writing that any employee or agent of Trade Contractor or one of its Trade Contractor-subcontractors is incompetent, disorderly, or otherwise unsatisfactory, such person shall immediately be removed, at Trade Contractor's cost, from the Work and shall not thereafter be employed in the performance of the Work.

7. TRADE CONTRACTOR'S EMPLOYEES/LABOR RELATIONS

7.1 Employee Records
The Trade Contractor will keep individual earning records for each of its employees for each day during which any employee is engaged in performing work covered by this Contract and will report, pay and otherwise discharge the duties and responsibilities imposed by law and regulation for, including but not limited to, unemployment, withholding, union

contributions, Social Security and Medicare responsibilities. Without creating any duty to do so, it is agreed the Construction Manager may withhold during any calendar quarter so much of the contract price as the Construction Manager may deem reasonably necessary to pay said obligations and to keep the required records. The Construction Manager is further authorized by the Trade Contractor to make payment to such governmental entities, unions and other applicable third parties upon a reasonable showing that such monies are due and owing to them.

7.2 Collective Bargaining Agreements

The Trade Contractor shall adhere to and comply with any and all agreements with the Union having jurisdiction over its employees, if applicable, insofar as such agreements pertain to the deductions or contributions for welfare and other fringe benefits. Trade Contractor shall do whatever is necessary in the progress of its work to assure harmonious labor relations at the project and to prevent strikes or other labor disputes. Trade Contractor shall employ only such labor as, to Construction Manager's satisfaction, will work in harmony on the job and shall not use materials or employ means which may cause strikes or other labor disputes.

7.3 Indemnity for Labor Violations

Trade Contractor shall indemnify and defend Construction Manager against any liability, claim, loss, damage or expense resulting in any way directly or indirectly, from its failure to comply with the requirements of this article, including fees and costs incurred in enforcing this indemnity. Trade Contractor-Subcontractors shall comply with this section to the same extent and an express provision imposing such provisions on lower tier Subcontractors shall be included in their subcontracts.

8. EQUAL EMPLOYMENT OPPORTUNITY

8.1 Non-Discrimination

In connection with the performance of Work, Trade Contractor expressly warrants that it shall not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Trade 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 in which the Project is located; and the Trade Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Trade Contractor that such disability prevents performance of the work involved.

8.2 CHRO Compliance

Trade Contractor agrees to comply with each provision of sections 4a-60, 4a-60a, 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 of the Connecticut General Statutes. To the extent the Owner Contract requires a Set-Aside Plan, Construction Manager shall withhold an additional 2% retainage until Trade Contractor's Set-Aside Plan is approved by CHRO.

8.2.1 Advertisements for Employment

Trade Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Trade 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.

8.2.2 Collective Bargaining

Trade Contractor agrees to provide each labor union or representative of workers with which Trade Contractor has a collective bargaining agreement or other contract or understanding and each Trade Contractor-subcontractor with which Trade 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.

8.2.3 Duty to Provide Information

Trade 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 Trade Contractor as relate to the provisions of sections 4a-56, 46a-60 and 4a-60a of the Connecticut General Statutes.

8.2.4 Set-Aside Employment

Trade Contractor agrees and warrants that it will make good faith efforts to employ disadvantaged business, minority business, small business, and woman-owned business enterprises as Trade Contractor-subcontractors. Further and an

addition to this general requirement, Trade Contractor agrees to comply with all Set-Aside requirements in the Owner Contract.

8.2.5 Duty to Cooperate in Investigation
Trade Contractor shall permit access to its books, records, and accounts by representatives of Construction Manager or Owner for purposes of investigation to ascertain compliance with the provisions of this Section.

8.2.6 Posting of Requirements
Trade Contractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Trade Contractor, and approved by the government when required, setting forth the provision of this Section.

8.3 Failure to Comply
In the event of Trade Contractor's non-compliance with the equal opportunity provisions of this Trade Contract, the Trade Contractor's right to proceed may be terminated for default.

8.4 Trade Contractor-Subcontractor Compliance
Trade Contractor shall include the provisions of this Section in every Sub-subcontract and purchase order. The requirements of this Section shall be in addition to any equal opportunity provisions of the Trade Contract Documents.

9. ASSIGNMENT

9.1 Restrictions on Assignment

Trade Contractor acknowledges and agrees that none of its rights or obligations under the Trade Contract may be assigned or delegated without the prior written consent of the Construction Manager. Any assignment or delegation by Trade Contractor of a right or obligation hereunder without Construction Manager's prior written consent shall be null and void and of no force or effect. Construction Manager shall have the right on written notice to Trade Contractor to assign this Trade Contract in whole or in part to Construction Manager's designee, including without limitation, the Owner or its designee (including Owner's lender) if Owner terminates Construction Manager's performance under the Owner Contract for any reason or other circumstances exist under the Owner Contract requiring such assignment. Trade Contractor will cooperate with Construction Manager as required to effect any such assignment.

10. SUBMITTALS AND SUBSTITUTIONS

10.1 Reporting of Submittals
Within ten (10) days after the date of this Trade Contract, Trade Contractor shall submit to Construction Manager a complete list of all submittals required to be furnished by Trade Contractor under the Trade Contract and their respective anticipated submittal dates. Thereafter, Trade Contractor shall furnish Construction Manager on a monthly basis (or more frequently if requested by Construction Manager), a progress report on the status of the submittals, including any delay or anticipated delay in their issuance, revision or completion as the case may be.

10.2 Requirements for Submittals
Trade Contractor shall furnish all required shop drawings, cut sheets, samples, material lists, as-builts, data or other submittals for approval with the required number of copies prior to fabricating or ordering any equipment, material, supply or other item requiring an approved submittal. Submittal data shall be complete, submitted promptly and in such sequence as to ensure scheduled delivery of the applicable equipment, material, supply or other item and to cause no delay in the Work or in the activities of Construction Manager or its other contractors. All submittals, data, reports and other documents shall be in the English language.

10.3 Revisions to Submittals
Trade Contractor shall specifically advise Construction Manager in writing when transmitting a revised shop drawing or other submittal of any revisions that are in addition to, or differ from, those requested by the Construction Manager or the Architect on prior versions of the submittal. If Trade Contractor does not provide written notice of such additional or different revisions to Construction Manager, Construction Manager's and/or Architect's approval of the submittal shall not include such additional or different revisions. Notwithstanding the foregoing, Trade Contractor acknowledges that the Project Schedule does not allow for the resubmission of shop drawings and other submittals and that Trade Contractor is required to ensure its initial submittals meet the requirements of the Contract Documents. Trade Contractor shall be liable for any added costs or damage resulting from its failure to furnish submittals when and as required by the Trade Contract, including any re-performance and related costs of correction and any additional costs incurred by the Construction Manager, Owner or their other contractors.

10.4 Requirements for Substitutions
Trade Contractor shall not substitute any equipment, materials, supplies, specified by the Contract Documents, or any procedures or methods specified by the Contract Documents for performing the Work unless it first submits a written proposal to Construction Manager for substitution that complies with all applicable Trade Contract requirements and Construction Manager thereafter approves the substitution in writing. Trade Contractor acknowledges that unless expressly permitted by the Contract Documents, Trade Contractor shall not be entitled to substitute any such equipment, materials, supplies. or methods.

10.5 Review of Submittals
Review or approval of any Trade Contractor submittal by Construction Manager, Owner or Architect, or any of their consultants, shall not relieve Trade Contractor of any of its obligations under the Trade Contract. When professional certification of performance or design criteria of equipment, materials, systems or other items is required to be furnished by Trade Contractor under the Trade Contract, Construction Manager shall be entitled to rely upon such certification and shall not be expected or required to make any independent examination with respect thereto.

10.6 Coordination Drawings
If applicable to Trade Contractor's Work, Trade Contractor shall prepare coordination drawings showing exact alignment, physical location and other required details for those portions of its Work that must be coordinated with the work of Construction Manager, Owner or their other subcontractors and contractors, and shall participate in any related coordination efforts by Construction Manager. To the extent required by the Contract Documents or otherwise directed by Construction Manager, Trade Contractor shall cooperate and participate in the creation of a Building Information Model ("BIM") and any updates to such BIM.

10.7 As-Built Drawings
Trade Contractor shall maintain construction drawings and other data and documents at the Project site and update them each workday as required to accurately reflect the progress of the Work. Trade Contractor shall make such drawings, data and documents available for the Construction Manager's review at the Project site upon request, and at least on a monthly basis in connection with the Trade Contractor's estimates for payment. Trade Contractor shall furnish final as-built drawings to Construction Manager as part of its completion of the Work. Trade Contractor's compliance with this Section is a condition precedent to the Construction Manager's obligation to make interim progress payments and final payment to Trade Contractor.

10.8 Right to Use Documents
To the extent not inconsistent with the Owner Contract, all submittals and other documents furnished by Trade Contractor under the Trade Contract, including any designs, drawings, specifications, calculations, sketches, models, reports, computer programs, computer discs, diskettes or tapes, charts, photographs and other documents, are instruments of Trade Contractor's service and all intellectual property rights in such documents shall belong to Trade Contractor; provided, however, Trade Contractor hereby grants to Construction Manager and Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all such documents for any purpose in connection with the Project. Trade Contractor warrants and represents that any submittal or other document furnished by Trade Contractor or any of its Trade Contractor-subcontractors do not infringe any patent, copyright, trademark or other intellectual property rights of any person or entity.

11. PROTECTION OF PROPERTY

11.1 Duty to Protect the Work
Trade Contractor shall protect the Work at all times prior to its acceptance by Owner, and comply with all requirements of the Contract Documents concerning protection of the Work Trade Contractor shall bear the risk of loss or any damage to the Work or a portion thereof prior to Owner's acceptance (regardless of the holder of title thereto), and Trade Contractor shall promptly replace, repair, restore or rebuild any such damaged Work so that it conforms to the requirements of the Trade Contract. If the damage is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace, repair, restore or rebuild damaged Work to the extent of insurance proceeds Construction Manager actually receives for that work, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for damage to the Work. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for damage to the Work in the event the insurer fails or refuses to recognize the existence or applicability of coverage for such damage. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

11.2 Duty to Protect Property of Owner
Trade Contractor shall at all times protect the Project, Project site and the work and property of Owner, Construction Manager and their other subcontractors and contractors on the Project site from any damage arising out of its operations. Trade Contractor shall be responsible for any such damage and Construction Manager shall be entitled to backcharge Trade

Contractor the amount of any deductible payable under any first party property insurance maintained by Construction Manager or Owner for the Project in connection with such damage. Trade Contractor shall at its expense promptly replace, repair, restore or rebuild any damage to the Project, Project site and the work and property of Owner, Construction Manager and their other contractors on the Project site arising out of its operations if so directed by Construction Manager. If the damage is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace, repair, restore or rebuild to the extent of insurance proceeds Construction Manager actually receives for that work, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for damage to the Work. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for damage to the Project, Project site and the work and property of Owner, Construction Manager and the other contractors on the Project site in the event the insurer fails or refuses to recognize the existence or applicability of coverage for such damage. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

11.3 Duty to Protect Property of Third-Parties

In addition to the foregoing, Trade Contractor shall at all times take all necessary precautions to protect all third party property from any damage arising out of its operations, including the property of adjacent landowners, utilities, roads, bridges, waterways and railroads. If any such third party property is damaged as a result of Trade Contractor's operations, Trade Contractor shall promptly replace, repair, restore or rebuild it at its expense.

11.4 Duty to Replace Damaged Items

Unless otherwise expressly agreed, all equipment, material, supplies and other items furnished by Trade Contractor and incorporated into the Work shall be new, unused, of first-rate quality, suitable for use in the Work and in strict conformity with the requirements of the Trade Contract. Trade Contractor shall at all times cover and protect from damage and theft all equipment, materials, supplies and other items that are to be used in the performance of, or incorporated into, the Work at the Project. Trade Contractor is solely responsible for and shall bear the risk of loss for all equipment, materials, supplies and other items stored by it at the Project site (regardless of the holder of title thereto), and Trade Contractor shall replace any shortages thereof at its expense. If any damage or theft is recognized by the insurer to be covered by a first party property insurance policy maintained by Owner or Construction Manager for the Project, Construction Manager will reimburse Trade Contractor its direct costs to replace damaged or stolen equipment, materials, supplies or other items to the extent of insurance proceeds Construction Manager actually receives for that replacement, less Construction Manager's cost to prepare and adjust the claim. Trade Contractor shall cooperate with Construction Manager and Owner in connection with the preparation and adjustment of any insurance claim for any damage or theft. Under no circumstances will Construction Manager or Owner be required to take any legal action to pursue coverage for any damaged or stolen equipment, materials, supplies or other items in the event the insurer fails or refuses to recognize the existence or applicability of coverage for the damage or loss in question. If requested by Trade Contractor, Construction Manager shall assign and shall request that the Owner assign to Trade Contractor its rights in connection with any such coverage issues, but only to the extent thereof.

12. MATERIALS AND EQUIPMENT TO BE INCORPORATED INTO PROJECT

12.1 Material and Equipment On-Site

Title to any materials and/or equipment to be incorporated into the Project stored by the Trade Contractor on site shall automatically vest in the Construction Manager notwithstanding the fact that all or a portion of said materials or equipment have not been paid for by the Construction Manager. This provision does not remove from the Construction Manager the obligation to pay for said materials pursuant to this Trade Contract, but does provide that title vests in the Construction Manager and that neither the Trade Contractor nor third parties may remove said materials without the express written permission of the Construction Manager. This provision does not alter the responsibility for safekeeping of said materials and/or equipment, nor constitute an "acceptance" of said materials or equipment by the Construction Manager as being in conformance with the Trade Contract. Protecting all work, material and equipment stored on or off site is the responsibility of the Trade Contractor.

12.2 Material and Equipment Stored Off-Site

Any materials or equipment to be incorporated in the Project, stored off site by the Trade Contractor whether or not paid for in whole or in part by the Construction Manager, shall be segregated and clearly identified as not being part of the inventory or assets of the Trade Contractor. An appropriate UCC filing will be executed upon request of the Construction Manager wherein the Construction Manager's title and security interest is recognized. Permission is given by the Trade Contractor to the Construction Manager to relocate any and all materials or equipment being incorporated into the Project, whether stored

on or off site and/or whether paid for or not by the Construction Manager. The obligation to pay for said materials and/or equipment shall remain as set forth in the Trade Contract.

12.3 Title Vested Onto Construction Manager
Title to the Work, or portions thereof, shall pass to Construction Manager upon the occurrence of the earliest of the following events, as applicable: a) when such Work or portion is delivered to the Construction Manager or the Project Site pursuant to the Trade Contract; b) when Trade Contractor has been paid any sum to which it may become entitled in respect to such Work or portion; c) when such Work or portion is identifiable to the Trade Contract; or d) when the Certificate of Final Completion for all Work is issued by Construction Manager on behalf of the Owner and/or Architect. All equipment, materials, supplies and other items to which Construction Manager has title shall not be removed from the Project site without Construction Manager's prior written consent

13. CLEAN UP

13.1 Duty to Keep Site Clean
Proper housekeeping is an essential component of creating and maintaining an injury free environment. Trade Contractor shall observe proper housekeeping controls for construction debris, waste materials and rubbish arising from its operations and shall cleanup and remove, on a daily basis (or shorter interval if required for safety or if directed by Construction Manager), all such items from the Project site, unless, by specific written agreement with the Construction Manager, the Trade Contractor is given permission to use the Construction Manager's waste disposal dumpster or the like. Notwithstanding such written agreement, the Trade Contractor warrants and represents that no hazardous substances shall be placed in the Construction Manager's waste stream and, in the event a hazardous substance or substances are placed in the Construction Manager's waste stream by the Trade Contractor, the Trade Contractor shall indemnify, defend and save harmless the Construction Manager from any and all suits (including cost of defense) damages, injuries and losses without limitation, arising out of or connected with said Trade Contractor's depositing, knowingly or unknowingly, hazardous substances in Construction Manager's waste stream. If Construction Manager permits Trade Contractor temporarily to store debris, waste materials or rubbish at a designated location on or near the Project site, Trade Contractor shall ensure that the items are at all times stored safely and shall remove them from the designated location immediately following Construction Manager's direction that it do so. Fire exits, corridors, ladder ways, doorways and exit paths in general shall be clear and open to pedestrian and handicapped access traffic at all times, specifically including nights and weekends. As part of the completion of its Work and as a condition precedent to final payment, Trade Contractor shall perform a final cleaning to remove all stains, splatter and dirt from its Work and to remove any remaining construction debris, waste materials and rubbish arising from its operations from the Project site. If Trade Contractor fails to observe proper housekeeping within twenty-four (24) hours of Construction Manager's written notice (or shorter time if necessary) to properly correct a deficiency which compromises the maintenance of an injury free environment, Construction Manager may properly clean up and remove any such construction debris, waste materials or rubbish by the most expeditious means available and charge Trade Contractor for the costs incurred. Notwithstanding anything to the contrary set forth herein, Trade Contractor shall comply with the requirements set forth in the contract documents, including, without limitation, specification 01 74 13 Project Cleanliness, attached hereto.

13.2 Construction Manager's Right to Clean Up
Construction Manager reserves the right, upon twenty-four (24) hours written notice to all responsible subcontractors, to clean-up one or more areas of the Project site and remove unidentifiable construction debris, waste materials and rubbish from the area. Construction Manager shall backcharge the costs incurred for this work on a pro-rata basis to each subcontractor working in the affected area.

14. SAFETY COMPLIANCE

14.1 Duty to Cooperate
Trade Contractor acknowledges that the safety of persons and property on and off the Project site in connection with performance of the Work is of prime importance to Construction Manager and Owner, and Trade Contractor shall cooperate with Construction Manager and Owner in efforts to prevent injuries to persons and property and to comply with all applicable safety rules and regulations to create and maintain an injury free environment.

14.2 Trade Contractor Responsible for Safety of Work
Trade Contractor agrees that the prevention of accidents to workers engaged in the Work under the Trade Contract is solely its responsibility. Trade Contractor specifically agrees to take appropriate precautions to assure the safety of all persons, including, but not limited to, its own employees, materialmen and Trade Contractor-subcontractors, whose safety might otherwise be jeopardized by any and all peculiar, unreasonable risks of physical harm or by any other risk of harm relating to or arising out of the work. Trade Contractor shall comply with all applicable safety laws and regulations and with any and all safety standards established during the progress of the work by the Construction Manager. Trade Contractor shall establish

and implement a safety program for its work. Trade Contractor shall submit its safety program for review by Construction Manager. Any review of this Trade Contractor's safety program by Construction Manager shall not be deemed to release Trade Contractor or in any way diminish its Trade Contractor's liability by way of indemnity or otherwise, as assumed by it under this subcontract.

14.3 Trade Contractor's Safety Program
Trade Contractor shall be responsible for safety precautions and training programs and shall take all actions necessary to provide for the safety of persons and property on or off the project site in connection with the performance of the Work. The Construction Manager makes no representation with respect to the physical conditions or safety of the Project Site. The Trade Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the sole responsibility of the Trade Contractor. Trade Contractor shall comply with all Trade Contract requirements relating to safety, including as set forth in **Exhibit B** and the Owner Contract, and all requirements under Applicable Law relating to safety, including the Williams-Steiger Occupational Safety and Health Act of 1970, and any amendments thereto. Trade Contractor shall immediately submit copies of all accidents or injury reports to Construction Manager, and monthly tabulations of injuries and man hours expended in a format acceptable to Construction Manager

14.4. Compliance with Environmental Requirements
Trade Contractor shall comply with all environmental requirements set forth in the Trade Contract and Applicable Law relating to the protection or preservation of the environment from hazardous material or waste, toxic substance, pollution or contamination or the discharge or release of, or exposure to, materials (including energy, odors, noise, soil, dust, etc.) into the environment. Trade Contractor shall not under any circumstance apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to air, water or noise pollution or similar environmental laws or regulations relating to the Trade Contract or the performance thereof; without Construction Manager's prior written approval.

14.5 Duty to Correct Safety Violations
When so ordered, Trade Contractor shall stop any part of the work which Construction Manager deems unsafe until corrective measures satisfactory to Construction Manager have been taken. Should Trade Contractor neglect to adopt such corrective measures, Construction Manager may do so and deduct the cost from payments due to Trade Contractor. Construction Manager's failure to take corrective measures on behalf of the Trade Contractor shall in no way be deemed to release Trade Contractor, or in any way diminish Trade Contractor's liability by way of indemnity or otherwise as assumed by Trade Contractor under this Contract. Trade Contractor shall indemnify, defend and hold harmless Construction Manager, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) resulting from failure of Trade Contractor to comply with the aforesaid obligations, laws, regulations and codes.

15. BONDS AND PERFORMANCE INSURANCE

15.1 Payment and Performance Bonds
If bonds are required by the Trade Contract, Trade Contractor shall furnish separate performance and payment bonds to secure its obligations under the Trade Contract, each with a penal amount equal to one hundred percent (100%) of the Trade Contract Price. The bonds shall be written on the forms attached as **Exhibit G.** Trade Contractor shall pay the premium for the bonds and the cost thereof is included in the Trade Contract Price. Unless more stringent requirements are imposed by the Owner Contract, all bonds issued by Trade Contractor shall be issued by a surety acceptable to Construction Manager that is listed in the most current Federal Register listing of approved surety companies (Federal Register, Vol. 55, Department of Treasury Circular 570) with an AM. Best Rating of "A-" or better, and is authorized to issue the bonds in the state where the Project is located.

15.2 Performance Insurance
In lieu of requiring Trade Contractor to provide payment and performance bonds, Construction Manager, at its sole option, may secure Trade Contractor's obligations under the Trade Contract by obtaining subcontract performance insurance, to insure Construction Manager against a Trade Contractor default. Such insurance shall be for the exclusive benefit of Construction Manager and the existence of such insurance coverage shall not in any way limit or restrict any of Construction Manager's rights or remedies in the event of a Trade Contractor default, nor shall it in any manner inure to the benefit of, or provide any rights or remedies to, Trade Contractor or any of its Trade Contractor-subcontractors or any of their respective employees or agents. If Construction Manager elects to secure Trade Contractor's obligations under the Trade Contract through such insurance, Trade Contractor shall comply with Construction Manager's qualification procedures for such insurance, including providing documentation and information required by the subcontract performance insurer involving financial, technical, management and other matters relating to Trade Contractor and its operations. If Trade Contractor fails to qualify for such subcontract performance insurance coverage, Construction Manager may elect to require Trade Contractor to furnish performance and payment bonds to secure Trade Contractor's obligations under the Trade Contract, and Trade

Contractor shall provide those bonds in the manner and time specified by Construction Manager and otherwise in accordance with this Section.

15.3 Obligation to Issue Bonds or Enroll in Performance Insurance Before Commencing Work
If bonds or subcontract performance insurance coverage are required for Trade Contractor, Trade Contractor shall not commence performance of the Work before it has furnished the required performance and payment bonds or qualified for and been enrolled in the subcontract performance insurance program, as applicable. If Trade Contractor commences performance of the Work in violation of this Section, Trade Contractor shall be deemed to have done so at its own risk and shall not be entitled to payment until the bonds are furnished to Construction Manager or Trade Contractor is qualified for and enrolled in the subcontract performance insurance program, it being understood and agreed that Trade Contractor's compliance with the applicable bond or subcontract performance insurance requirements is a condition precedent to Construction Manager's obligation to pay Trade Contractor for Work performed.

16. INSURANCE

Trade Contractor shall strictly comply with all of Construction Manager's standard insurance requirements set forth in **Exhibit F** to the Trade Contract.

17. GUARANTEE

17.1 Warranty and Guarantees
Trade Contractor warrants and guarantees that all Work (i) shall be free of defects in design, workmanship and material, (ii) shall be performed in accordance with the generally accepted industry codes and standards applicable to the Work, (iii) shall be performed in a good and workmanlike manner; and (iv) shall strictly conform to the requirements of the Trade Contract (including any warranties required of the Construction Manager under the Owner Contract to the extent applicable to the Work). Upon receipt of written notice of a defect or deficiency in the Work, Trade Contractor shall at Construction Manager's sole option and at no cost to Construction Manager, promptly repair, replace, or re-perform such defective or deficient Work so that it conforms to the requirements of the Trade Contract. Trade Contractor's obligation to repair, replace, or re-perform defective or deficient Work under this Section shall extend: (i) for the warranty or guarantee period(s) specifically established in the Trade Contract; or, (ii) if no such warranty or guarantee period(s) has been established, for the warranty period established for Construction Manager's work under the Owner Contract.

17.2 Right to Take Credit to Trade Contract Price
If Construction Manager deems it inexpedient for Trade Contractor to repair, replace, or re-perform defective or deficient Work, Construction Manager may make a deduction from the Trade Contract Price in lieu of such repair, replacement and re-performance, as determined by Construction Manager. Trade Contractor shall provide information and execute documents as requested or required by Construction Manager to assign any Trade Contractor warranty or guarantee to Owner or another party.

17.3 Duty to Require Trade Contractor-subcontractors to Provide Similar Guarantees
Trade Contractor shall require guarantees from its Trade Contractor-subcontractors similar to those provided by Trade Contractor under this Section. Trade Contractor's Sub-subcontractor's warranties and guarantees shall be expressly stated to be for the benefit of and be enforceable by Construction Manager and Owner and assignable to Construction Manager and Owner upon demand by Construction Manager.

17.4 Right to Backcharge Trade Contractor
If Construction Manager notifies Trade Contractor at any time during the performance of the Work to correct defective or deficient Work, and Trade Contractor states, or by its actions, indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Construction Manager may upon notice to Trade Contractor accomplish the required corrective action by the most expeditious means available and back charge Trade Contractor for the costs incurred.

17.5 Non-Waiver of Obligations
Nothing contained herein, and no warranty or guarantee period(s) specifically established in the Trade Contract shall be construed to establish a period of limitation on any of Trade Contractor's obligations or liability under the Trade Contract, other than Trade Contractor's obligation to repair, replace, or re-perform defective or deficient Work during the period in question as provided in this Section.

18. LIENS

18.1 Lien Free Title to Work
To the fullest extent permitted by law, Trade Contractor warrants and guarantees free and clear title to the Work and all equipment, materials, supplies and others items supplied by Trade Contractor for incorporation into the Work shall pass to Construction Manager and Owner, and that the Work, the Project site and the Project and any and all interests and estates therein and any and all improvements and materials placed on the Project site by Trade Contractor or its Trade Contractor-

subcontractors shall be free and clear of, all liens, claims, security interests and other encumbrances made by, through or under Trade Contractor or any of its Trade Contractor-subcontractors.

18.2 Duty to Defend and Discharge Encumbrance
In the event of any nonconformity with the requirements of this Section, Trade Contractor shall promptly: (i) defend Construction Manager's and Owner's title to the Work, the Project site and Project and such interests, estates, improvements and materials, as the case may be; and (ii) remove and discharge any such lien, claim, security interest or other encumbrance by paying the claimant, by posting a bond or other instrument as required by Applicable Law, or by providing Construction Manager collateral that is satisfactory in form and substance to Construction Manager and Owner to fully indemnify, defend and hold harmless Construction Manager and Owner from and against any damages resulting from such encumbrance.

18.3 Construction Manager's Right to Withhold Payment
Construction Manager may withhold from any amount due or to become due to Trade Contractor an amount sufficient to remove and discharge such encumbrance until Trade Contractor has removed and discharged such encumbrance as required by this Section. If Trade Contractor has not removed and discharged a lien, claim, security interest or other encumbrance covered by this Section within ten (10) days after it has been made or filed, Construction Manager may cause the encumbrance to be removed and discharged with the moneys withheld. In such instances, all costs incurred by the Construction Manager in substituting a bond for the lien, including reasonable attorneys' fees, and any costs or expenses of the Owner will be borne by the Trade Contractor. Nothing contained herein shall prevent the Trade Contractor, after furnishing a bond, from resorting to court process in an effort to have the bond reduced in amount and/or the lien dissolved.

18.4 Duty to Identify Potential Lienors
Trade Contractor shall, as often as requested by Construction Manager, furnish a statement identifying each party that has furnished or is furnishing any services, labor, equipment, materials supplies or other items to Trade Contractor in connection with the Project, along with other pertinent information including such party's principal contact, address, phone number, the value of and the party's contract, the amount paid to date and the amount due or to become due thereunder. Construction Manager may also request Trade Contractor from time to time to obtain similar information from one or more of its Trade Contractor-subcontractors and Trade Contractor shall do so and provide it to Construction Manager within five (5) days of Construction Manager's written request. Construction Manager may alternatively request such information directly from one or more Trade Contractor-subcontractor and Trade Contractor expressly consents to Construction Manager contacting its Trade Contractor-subcontractors for this purpose. Trade Contractor shall furnish Construction Manager within five (5) days of Construction Manager's written request evidence that Trade Contractor has paid all amounts incurred by the Trade Contractor for services, labor, equipment, materials supplies and other items used or furnished by Trade Contractor in connection with the Project, or other liability incurred by Trade Contractor for the purpose of performing the Work.

19. INDEMNITY

19.1 Duty to Indemnify
In addition to any other defense, indemnity or hold harmless obligation imposed on Trade Contractor by the Trade Contract or Applicable Law, Trade Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Owner, Construction Manager, and their respective directors, officers, employees, parents and subsidiaries of any tier, representatives, agents, successors and assigns, and any and all representatives, agents, directors, officers, employees of any of the foregoing ("Indemnified Parties") from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees involving the following:

(1) Injury or death to any person, or damage to or destruction of any property (including loss of use thereof), or any other damage or loss by whomsoever suffered resulting from or arising out of or in connection with the Work;
(2) Any failure of the Trade Contractor or the Work to comply with the requirements of the Trade Contract;
(3) Any claim , demand or lawsuit filed or made by anyone providing labor, materials or services to the Trade Contractor;
(4) Any actual or alleged violation of Applicable Law by Trade Contractor or its Trade Contractor-subcontractors concerning the Work;
(5) Any unwarranted lien, claim, security interest or other encumbrance made or filed against: (i) the Work, Project site and the Project; any and all interests and estates therein and any and all improvements and materials placed on the Project site by Trade Contractor or its Trade Contractor-subcontractors; or, (ii) any payment, performance, lien prevention, or lien discharge bond posted by any of the Indemnified Parties;
(6) Any hazardous material or waste, toxic substance, pollution or contamination brought to or generated on the Project site by Trade Contractor or its Trade Contractor-subcontractor, or used, handled, transported, stored, removed, remediated, disturbed or disposed of by Trade Contractor or its Trade Contractor-subcontractor; and
(7) Any actual or alleged infringements of any patent, trademark, copyright or other intellectual property or proprietary right by Trade Contractor, its Trade Contractor-subcontractor or the Work furnished by Trade Contractor ("IP Infringement");

The foregoing obligations of Trade Contractor shall not be affected or limited in any way by any insurance required of or provided to Trade Contractor under the Trade Contract. If a temporary restraining order or preliminary injunction is granted in any proceeding involving a claim, demand or cause of action for an IP Infringement, Trade Contractor shall make every reasonable effort at its expense to secure the suspension of the restraining order or injunction by giving a satisfactory bond or otherwise. If any portion of the Work is held in such proceeding to constitute an infringement and the use thereof is permanently enjoined, Trade Contractor shall at its expense promptly secure a license authorizing Construction Manager's and Owner's continued use of such Work or, if Trade Contractor is unable to secure such license, replace the affected Work or modify it so that it is non-infringing. Trade Contractor shall not be required to defend, indemnify and hold harmless any Indemnified Party for damages resulting, or to result from that Indemnified Party's sole negligence or intentional misconduct.

19.2 Limitation of Liability
In no event shall any of the Indemnified Parties be liable to Trade Contractor or any of its Trade Contractor-subcontractors, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, multiple or punitive damages or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated or otherwise, and Trade Contractor hereby releases each of the Indemnified Parties from any such liability. Trade Contractor shall obtain similar releases from each of its Trade Contractor-subcontractors

20. DELAYS TO THE WORK

20.1 Liability for Trade Contractor Delays
Trade Contractor shall be liable to Construction Manager for any and all loss or damage Construction Manager sustains as a result of Trade Contractor's delay in the safe performance of the Work or delay to the Project attributable to Trade Contractor including, without limitation, any amounts due from Construction Manager to Owner under the Owner Contract such as liquidated damages. Trade Contractor acknowledges that any liquidated damages payable by it are reasonable and appropriate in light of the probable increased costs and other anticipated damage to Construction Manager in the event of the performance failure by Trade Contractor in connection with which such damages become payable. Trade Contractor agrees to and does hereby waive any defense as to the validity or enforceability of any liquidated damages payable by it under the Trade Contract on the grounds that such damages are void as penalties or are not reasonably related to actual damages, whether the damages were specifically established by Construction Manager and Trade Contractor under the Trade Contract or were established by Construction Manager and Owner under the Owner Contract. Trade Contractor further agrees that Construction Manager shall be entitled to recover from Trade Contractor any damages Construction Manager incurs as a result of Trade Contractor's failure to discharge a Trade Contract obligation that exceeds any liquidated damages paid by Trade Contractor in connection with that failure.

20.2 Trade Contractor's Remedy for Delays
In no event shall the Trade Contractor be entitled to any compensation or recovery of any damage in connection with any delay and/or disruption, including without limitation, consequential damages, lost opportunity cost, impact damages, acceleration damages, wage and material escalation damages, loss of efficiency, loss of productivity, out of sequence work and other delay or disruption damages. The full and complete compensation to, and sole and exclusive remedy of, Trade Contractor in the event of any delay, interference or other adverse impact to the Work shall be an extension of time for performance of the Work. Trade Contractor acknowledges that in agreeing to the Trade Contract Price it has assessed the potential impact of the limitations in this Section on its ability to recover additional compensation in connection with a Work delay or interference and agrees that these limitations will apply regardless of the accuracy of Trade Contractor's assessment or actual costs incurred by Trade Contractor. The delays, interferences or other adverse impacts to the Work contemplated in this section shall include, without limitation, any delay or disruption involving:

(1) the commencement of all or part of the work,
(2) hindrance or obstruction in the performance of the work,
(3) failure of one or more Trade Contractor or Trade Contractor-subcontractors to perform,
(4) "come-backs" or "go-backs" as a result of incomplete or defective work of other subcontractors or their sub-subcontractors,
(5) the Owner, the Owner's representative, the Construction Manager or other subcontractors, whether or not such delays and/or disruptions are foreseeable, contemplated, or uncontemplated, unless said delay is caused by acts of the Owner constituting active interference with the Trade Contractor's performance of the Work, and only to the extent such acts continue after the Trade Contractor furnishes the Owner with written notice of such interference,
(6) change orders;
(7) bankruptcy or insolvency of one or more Trade Contractors or Trade Contractor-subcontractors;
(8) changes necessitated by changes in laws or regulations;
(9) unavailability or shortage of building materials;
(10) job site theft;
(11) weather conditions; and
(12) vandalism or natural disaster requiring reconstruction.

20.3 Notice of Delays
Trade Contractor, within two (2) days of the time set forth in the Owner Contract for the Construction Manager to provide notice to the Owner, but in no event more than five (5) days after the observance of any delay, impact or disruption or acceleration caused by Owner, Construction Manager, other subcontractors, or Construction Manager's suppliers, shall notify Construction Manager, in writing, stating full details of the cause of the alleged delay, impact, disruption(s) or acceleration for which Owner is responsible, in sufficient time, so its claims may be timely processed against Owner. Trade Contractor's failure to assert a claim in the manner, and within the time provided for in this Section, constitutes a complete waiver of the claim.

20.4 Non-Waiver of Rights
Permitting the Trade Contractor to continue to perform its Work after the agreed time for performance has expired shall not be construed as or constitute a waiver by Construction Manager of any claims for loss or damage it may have against Trade Contractor as a result of such delay.

21. CHANGES AND IMPACTS

21.1 Changes to the Work
Construction Manager may, by written order (and without notice to Trade Contractor's sureties), make changes to the work to be performed by Trade Contractor within the scope of the Owner Contract or as required by the Owner. The changes made may increase, decrease or alter Trade Contractor's work. The Trade Contractor shall make no claim for extra or additional work unless the same shall be done in pursuance of a written change order executed by an executive officer of the Construction Manager. Unless directed by Construction Manager in writing to proceed immediately with a change, Trade Contractor shall submit a written request to Construction Manager for a Trade Contract adjustment as provided herein prior to proceeding with the extra or additional work.

21.2 Changes Not Involving the Owner
For any Construction Manager initiated change, Trade Contractor shall submit its written request for a change order within ten (10) days of receipt of Construction Manager's change notice, but in no event later than two (2) days prior to the expiration of the time period specified in the Owner's Contract for the submission of such a request. Trade Contractor's request shall include documentation sufficient to enable the Construction Manager to determine the factors necessitating the adjustment(s) being requested. If Construction Manager decides to proceed (or Trade Contractor has already proceeded with the written direction of Construction Manager) with the change and a Trade Contract adjustment is warranted, Construction Manager shall issue a written change order to Trade Contractor adjusting the Trade Contract either: (i) as requested by Trade Contractor; or, (ii) in the event the Construction Manager disagrees with Trade Contractor's statement as to the effect of the change, Construction Manager shall issue a change order to Trade Contractor on terms Construction Manager reasonably deems appropriate. Trade Contractor shall thereafter perform the Work in accordance with the change order, subject to dispute resolution under the Trade Contract. Trade Contractor shall have no right to suspend or delay the performance of its obligations under the Trade Contract while the Construction Manager is reviewing Trade Contractor's adjustment request or if Trade Contractor disagrees with the change order issued by Construction Manager.

21.3 Changes Involving Owner
For any change initiated by, or otherwise involving the Owner or Architect, Trade Contractor shall submit its written request for a change order no later two (2) days prior to the expiration of the time period specified in the Owner's Contract for the submission of such a request and shall include all information required under the Owner Contract. Construction Manager shall process Trade Contractor's change order request in accordance with the change order process in the Owner Contract. Trade Contractor's entitlement to additional compensation or a time extension in connection with a change initiated by the Owner or Architect shall be limited to the cost and schedule adjustments approved by Owner for Trade Contractor's Work in Owner's change order to Construction Manager under the Owner Contract.

21.4 Pricing of Change Orders
Unless the Owner Contract requires different pricing, the amount of additional compensation paid to Trade Contractor shall be determined by one of the following methods at the sole discretion of the Construction Manager:

(1) Lump sum price in an amount proposed by Trade Contractor (properly itemized and supported by sufficient substantiating data to permit evaluation) and accepted by Construction Manager;
(2) Unit Prices or Alternates as set forth in **this Trade Contract** (if applicable); or
(3) Time and material basis.

21.4.1 Allowable Markups
Without regard to the method utilized by Construction Manager to price any change, in no event shall Trade Contractor's overhead and profit mark-up percentages on additional costs incurred in connection with changes and impacts to the Work for which Trade Contractor is entitled to a Trade Contract adjustment exceed the mark-ups allowed to Construction Manager for changes under the Owner Contract. Trade Contractor shall not apply a mark-up to any costs the Owner Contract provides are not subject to mark-up. Trade Contractor's overhead and profit markup for Work that does not involve Owner shall be limited to ten percent (10%).

21.5 Documentation of Costs
If a change is performed by Trade Contractor on other than a lump sum basis, Trade Contractor shall furnish each day to Construction Manager certified copies of all time sheets, receiving and inspection reports and shall provide Construction Manager with such purchase orders, invoices, Trade Contractor-subcontractor quotes and other documents and records as may enable Construction Manager to verify, to its reasonable satisfaction, the costs or savings reasonably incurred by Trade Contractor in effecting the change. All labor, services, equipment, materials, supplies and other items provided by Trade Contractor on other than a lump sum basis shall be purchased at competitive market prices and reflect Trade Contractor's actual cost after rebates and discounts. Trade Contractor acknowledges and agrees that any request for an adjustment will be totally inclusive of all additional costs and time extensions related to the change, whether resulting from delays, inefficiencies, interferences or any other impact to Trade Contractor's performance of the Work. Trade Contractor's failure to request a cost or time adjustment in connection with a change shall constitute a representation by Trade Contractor that no such adjustment is required and shall constitute a waiver by Trade Contractor of its right to any such adjustment. Trade Contractor's failure to timely submit a proposed credit for deleted Work shall render Construction Manager's and/or Owner's or Architect's determination of the proper credit final and binding.

21.6 Right of Construction Manager to Review Costs
Trade Contractor shall allow Construction Manager to review any data Construction Manager may reasonably request to assist the Construction Manager, Owner and/or Architect to determine the validity of a Trade Contract adjustment requested by Trade Contractor. Data that may be reviewed includes, but is not limited to: (i) Trade Contractor's payroll records for each employee working on the Project (which shall contain the employee's name, address, social security number, hourly wage, daily and weekly number of hours worked, gross wages earned, deductions made and actual wages paid); (ii) Trade Contractor's Project estimate(s) and supporting calculations; (iii) Trade Contractor's cost reports and supporting documentation, (iv) Trade Contractor work schedules and related documents; and (v) Trade Contractor-subcontractor related documents (which Construction Manager may obtain from Trade Contractor or directly from the Trade Contractor-subcontractor).

21.7 Construction Change Directives
If Construction Manager and Trade Contractor do not agree as to the appropriate adjustment to the Trade Contract Price and/or Trade Contractor's time for performance in connection with a change, Construction Manager may issue a "directive" that directs Trade Contractor to proceed with the change and leaves the adjustment to the Trade Contractor Amount and/or Trade Contractor's time for performance open. Trade Contractor shall proceed with the change and provide Construction Manager the information and documents required herein in connection with changes performed on other than a lump sum basis to support its additional costs and information and documents to support its request for a time extension. When the change has been completed, Construction Manager shall determine the appropriate adjustment, or for claims resulting from the Owner or Architect, shall refer the matter to the Architect or Owner's representative to determine the appropriate adjustment to the Trade Contract Price and/or Trade Contractor's time for performance. Their decision shall be binding on Trade Contractor.

21.8 Duty to Provide Timely Notice
Trade Contractor shall make all claims for additional compensation, and extensions of time due to acceleration, disruption or inefficiency or other adverse impacts to the Work or otherwise to Trade Contractor's performance under the Trade Contract within two (2) business days following the occurrence of the event giving rise to the claim and in such manner so as to permit the Construction Manager to satisfy the requirements of the Owner Contract for the submission of such claim. All such claims shall be supported by appropriate documentation and, in the case of requests for extensions of time, sufficient detail to demonstrate that the impact is to work activities on the critical path. If the Trade Contractor fails to submit a claim to the Construction Manager as required, then Trade Contractor's right to a Trade Contract adjustment relating to such claim shall be waived. Trade Contractor's timely compliance with the notice requirements herein shall be a condition precedent to Trade Contractor's entitlement to a Trade Contract adjustment and Trade Contractor waives and releases any claim for additional compensation or an extension of time in the event that Trade Contractor does not so comply.

21.9 Authority of Construction Manager's Employees
Notwithstanding anything to the contrary herein, Trade Contractor agrees and acknowledges that the functions and powers of the employees of the Construction Manager are strictly limited to the execution of this work hereunder, as defined by this Contract, and that they have no authority to make, permit or authorize any alteration, change or departure in or from the terms and provisions of this Contract or the plans and specifications, or to waive any right of the Construction Manager. The job superintendent and/or project manager shall have authority to make decisions pertaining to the execution of the work hereunder as the work progresses. Construction Manager's execution of time and material tickets or similar field documentation shall be for the sole purpose of validating the quantities of material and labor and shall not constitute evidence or an admission that Trade Contractor is or is not entitled to a change order for the work covered by such documents.

21.10 No Presumption of Validity
Nothing done or not done by Construction Manager or Owner shall be construed as an acknowledgment or acceptance of the accuracy or validity of any Trade Contract adjustment requested by Trade Contractor until a signed change order is issued to Trade Contractor by Construction Manager.

21.11 Invalid Claims
In the event the Trade Contractor asserts any frivolous claim against Construction Manager (or submits a Trade Contractor adjustment request that has no substantial merit or that is based in whole or in part upon materially inaccurate assertions), Construction Manager shall be entitled to collect from Trade Contractor by offset or otherwise any and all costs and expenses (including but not limited to reasonable attorney's fees) incurred by Construction Manager in investigating, responding to, defending against and resolving such claim or request.

22. TRADE CONTRACTOR DEFAULT

22.1 Events of Default
If, in the reasonable opinion of Construction Manager, Construction Manager Construction Manager Trade Contractor at any time (1) refuses or fails to provide a sufficient number of properly skilled workmen or materials of the proper quality, or to make sufficient progress, in each case so as to endanger the timely or proper performance of the Work (2) fail in any respect to prosecute the Work according to the Project Schedule, (3) stop, delay, or interfere with the work of Construction Manager or any other builder or subcontractor, (4) fail to comply with all provisions of this Trade Contract Agreement or the Contract Documents as incorporated herein, (5) be adjudged bankrupt, or make a general assignment for the benefit of its creditors, (6) have a receiver appointed, (7) become insolvent or a debtor in reorganization proceedings, or (8) otherwise breaches any provision of the Trade Contract, then, after serving written notice and Trade Contractor's failure to fully and completely cure the default and provide reasonable evidence of such cure to Construction Manager within forty-eight (48) hours of receipt of Construction Manager's written notice, Construction Manager may, at its option and without voiding the other provisions of the Trade Contract, (i) take such steps as are necessary to overcome the condition, (ii) terminate Trade Contractor's right to proceed with all or part of the remaining Work, take possession of the terminated Work and any and all of Trade Contractor's materials, tools, appliances, equipment and other items at the Project site and finish the terminated Work by whatever method Construction Manager may deem expedient; or (iii) seek specific performance of Trade Contractor's obligations hereunder, it being agreed by Trade Contractor that specific Performance may be necessary to avoid irreparable harm to Construction Manager and/or Owner. In the event of an emergency affecting the safety of persons or property, the Construction Manager may proceed as above without notice.

22.2 Remedy for Default
In the event of termination for default, Construction Manager may, at its option, (1) enter the premises and take possession, for the purpose of completing the Work, of all materials of Trade Contractor, (2) require Trade Contractor to assign to Construction Manager any or all of its subcontracts or purchase orders involving the Project, and/or (3) complete the Work either by itself or through others, by whatever method Construction Manager may deem expedient.

22.3 Termination for Default
In case of termination for default, Trade Contractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of Trade Contract Price to be paid shall exceed the expense incurred by Construction Manager plus an overhead fee of fifteen percent (15%) of the costs of finishing the Work payable to Construction Manager, such excess shall be paid by Construction Manager to Trade Contractor, provided Trade Contractor's Work has been finally completed and accepted by Owner, and Construction Manager actually receives payment from Owner for such Work. If such amount due to Construction Manager shall exceed such unpaid balance, then Trade Contractor shall pay Construction Manager the difference within five (5) business days following demand by Construction Manager. Trade Contractor shall pay all reasonable costs of collection, if any, including Construction Manager's attorney's fees. If it is determined Construction Manager wrongfully terminated Trade Contractor

under this section, then the termination shall be deemed to be a termination for convenience, and the provisions for such termination shall apply.

22.4 Other Remedies for Default
In the event the Construction Manager does not terminate for default, Construction Manager may take such steps as are necessary to overcome the condition including, without limitation, performing such work with its own forces or with a separate subcontractor. In which case, Construction Manager may deduct from amounts that are due or may become due to the Trade Contractor all costs incurred by Construction Manager including, without limitation, a fifteen percent (15%) markup. If such amount due to Construction Manager shall exceed such unpaid balance, then Trade Contractor shall pay Construction Manager the difference within five (5) business days following demand by Construction Manager. Trade Contractor shall pay all reasonable costs of collection, if any, including Construction Manager's attorney's fees.

22.5 Remedy Under Trade Contractor's Performance Bond or Other Guarantee
In the event Trade Contractor's performance under the Trade Contract is secured by a surety performance bond or other guarantee of performance, Construction Manager may, in the event of a Trade Contractor default, demand that Trade Contractor's surety or guarantor complete performance of the Work. In the event the surety or guarantor fails to perform and complete Trade Contractor's Work and other obligations in accordance with the Trade Contract and bond or guarantee (as applicable), Construction Manager may proceed to remedy Trade Contractor's default in accordance with this Section. To the extent Construction Manager's damages exceed the Trade Contract balance at time the Trade Contract is terminated, Construction Manager shall be entitled to pursue its remedies against Trade Contractor's surety or guarantor for breach of its bond or guarantee obligations.

22.6 Provisions in Trade Contract Survive Termination
The rights and remedies of the Construction Manager and obligations of the Trade Contractor relating to the dispute resolution provisions, the bonding and surety provisions, the lien provisions, the guarantee provisions and the indemnity provisions, and any other provision of the Trade Contract that either: (1) provides for limitation of or protection against liabilities between Construction Manager and Trade Contractor; or (2) expressly or by implication comes into or continues in force and effect after Trade Contractor's completion of the Work, shall survive termination of the Trade Contract, whether by default or for convenience, and Trade Contractor's completion of the Work.

23. TERMINATION FOR CONVENIENCE

Construction Manager may upon written notice to Trade Contractor, without cause and without prejudice to any other right or remedy under this Agreement, at law or in equity, elect to terminate the remaining Work for Construction Manager's convenience. The termination shall be effective in the manner specified in Construction Manager's notice. Unless Construction Manager's notice directs otherwise, Trade Contractor shall immediately discontinue performance of the Work and the placing of orders for equipment, materials, supplies and other items and demobilize from the Project. Trade Contractor shall take the steps necessary to preserve and protect Work in progress and shall use its best efforts to mitigate its costs in connection with the termination. Construction Manager shall pay Trade Contractor a termination payment as Trade Contractor's sole and exclusive remedy in connection with Construction Manager's convenience termination. The termination payment shall be comprised of: (i) amounts invoiced and due for Work performed but not yet paid; (ii) payment for Work satisfactorily completed but not yet invoiced by Trade Contractor prior to the termination; (iii) retainage held by Construction Manager at the date of termination; and, (iv) all reasonable, actual termination costs incurred by Trade Contractor in terminating the Work (but excluding any and all costs and expenses incurred by Trade Contractor from and after the date of termination for those of its employees who are not directly performing required termination activities); provided, that if the termination was effected by Construction Manager due to the elimination or termination of work by Owner under the Owner Contract or other Owner action, or, as a result of the order of a court or public authority, then Trade Contractor's termination payment shall be limited to the amount paid by Owner to Construction Manager for the terminated Work under the Owner Contract, less Construction Manager's costs to obtain that amount from Owner. The Trade Contractor expressly accepts the risk that it will not be paid for work performed by it if the Construction Manager, for whatever reason, is not paid by the Owner for such work. In no event shall Trade Contractor be entitled to recover any profit or overhead on terminated Work. Trade Contractor's termination payment under this Section will constitute its final payment for the Work and will be processed and become due to Trade Contractor in accordance with the provisions in Section 5 herein.

24. CLAIMS INVOLVING OWNER

24.1 Recovery Limited to Amounts Received by Construction Manager
Notwithstanding anything contrary in this Trade Contract, Trade Contractor may recover damages for extra work, delays, interferences or other adverse impacts to the Work only to the extent the Owner is liable and limited to the cost Construction

Manager actually receives from Owner compensation for such extra work, delays, interferences or other adverse impacts to the Work, subject to adjustments as provided herein. Construction Manager's liability to the Trade Contractor for any adverse impact to the Work or otherwise to Trade Contractor's performance under the Trade Contract attributable to the Owner, Architect/Engineer or their separate contractors shall be limited to the cost, schedule or other relief, if any, granted by and actually recovered from the Owner as set forth herein. Trade Contractor agrees to be bound to Construction Manager to the same extent that Construction Manager is bound to Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions, determinations or agreements made by or between Construction Manager, Architect/Engineer or Owner or so authorized in the Contract Documents or by the court or arbitrator designated in the Contract Documents whether or not Trade Contractor is a party to such agreement or proceeding. Construction Manager and Construction Manager's surety shall not be liable to Trade Contractor in excess of any sum actually received from Owner on behalf of Trade Contractor and Construction Manager shall only be required to pay Trade Contractor if, and only if, Owner pays Construction Manager, which is an express condition precedent to Construction Manager's duty to pay Trade Contractor. Trade Contractor agrees to toll its rights under the Construction Manager's bond and this Agreement until such time as the Construction Manager has exhausted its Owner related dispute provisions.

24.2 Determination of Amounts

Construction Manager shall endeavor to request that the amount attributable to Trade Contractor's claim be identified separately in any change order, settlement, award or judgment. To the extent such change order, settlement, award, or judgment does not provide for a separately listed amount attributable to Trade Contractor's claim, the amount of such recovery shall be limited to the proportionate share due Trade Contractor on the basis of the ratio of the Trade Contractor's claim to other claims that are asserted, provided the Trade Contractor's claims and other claims are substantially similar and reasonably justified as to merit and actual costs incurred as determined by Construction Manager. In all events, the amount due Trade Contractor shall be limited to the amount actually recovered by Construction Manager from Owner, and shall be adjusted to compensate Construction Manager for Trade Contractor's proportionate share of the expenses and attorney's fees incurred by Construction Manager in pursuing such claims.

24.3 Presentation of Claims

Construction Manager may, at Construction Manager's option, (i) present to the Architect/Engineer, the Owner, or any court or arbitrator, in Construction Manager's name, or (ii) authorize Trade Contractor to present to the Architect/Engineer, the Owner, or any court or arbitrator in Construction Manager's name, all of Trade Contractor's claims, and to answer the claims of Architect/Engineer or the Owner involving Trade Contractor's Work. If such dispute is prosecuted or defended by Construction Manager, the Trade Contractor, at Trade Contractor's own expense, agrees to furnish all documents, statements, witnesses, and other information required by Construction Manager and to pay or reimburse Construction Manager for all costs incurred by Construction Manager in connection with the disputes including, without limitation, attorneys' fees and experts' and consultants' fees. In the event that any mediation, arbitration, litigation or settlement with the Owner results in a recovery by the Owner against the Construction Manager involving the Trade Contractor's Work, the Trade Contractor shall pay the Construction Manager its proportionate share of such recovery by the Owner against the Construction Manager, and pay the Construction Manager its proportionate share of the expenses and attorney's fees incurred in defending such claim(s).

24.4 Duty to Cooperate

Trade Contractor agrees to use its best efforts to make available to Construction Manager such documents, drawings and other materials and witnesses and information as are reasonably available to it to assist Construction Manager in any claim against Owner that relates to or concerns the Work.

24.5 No Obligation to Pursue Claims

Notwithstanding any contrary herein, Trade Contractor expressly acknowledges that Construction Manager is not obligated or required to pursue Trade Contractor claims as against Owner if Construction Manager, in its sole discretion, after review of Trade Contractor's claim, has deemed the claim to lack merit in whole or in part, or such claim is otherwise not permitted under any agreement between Construction Manager and Owner.

25. DISPUTES

25.1 Construction Manager as Initial Decision Maker

Except as otherwise provided in the Trade Contract, Construction Manager shall initially decide all disputes arising out of the Trade Contract. Construction Manager shall reduce its decision to writing and furnish a copy thereof to Trade Contractor. Construction Manager's decision shall be final and conclusive unless Trade Contractor advises Construction Manager in writing within forty-eight (48) hours of receiving the decision of the bases for its disagreement with the decision. Trade Contractor agrees that if it does not contest the Construction Manager's decision within the time and in the manner required under this Section, Construction Manager's decision shall be final and conclusive and the Trade Contractor shall be deemed

to have waived any right to contest the decision. Construction Manager decisions properly contested by Trade Contractor shall be resolved as provided herein.

25.2 Construction Manager's Right to Demand Arbitration
Claims and disputes between Construction Manager and Trade Contractor arising out of or in connection with the Trade Contract or the Work shall be resolved by litigation unless Construction Manager, at its sole option, advises Trade Contractor in writing prior to the institution of litigation with respect to a claim or dispute, or within thirty (30) days after either party has instituted litigation with respect to the claim or dispute that Construction Manager elects to have the claim or dispute resolved by arbitration. In such event, Trade Contractor shall be bound by Construction Manager's election and any litigation filed shall be stayed by stipulation of the parties pending the conclusion of the arbitration proceedings. The arbitration proceedings shall be conducted pursuant to the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect. The parties shall afford each other informal discovery consistent with the discovery provisions of the Federal Rules of Civil Procedure, including the production of all documents related to the claim or dispute at issue and the deposition of witnesses having knowledge of facts pertaining to the claim or dispute at issue.

25.3 Consolidation or Joinder
In the event Construction Manager is involved in a separate arbitration, litigation, mediation or other legal proceeding in which any aspect of the Trade Contractor's Work or entitlement to payment is at issue, or questions of law or fact common to the Trade Contractor's performance under the Trade Contract are involved; or, if complete relief cannot be afforded in such proceeding without the Trade Contractor's participation therein, Trade Contractor hereby consents, upon written demand by Construction Manager, to its consolidation or joinder in that proceeding to the applicability of any rules or procedures applicable to such proceeding; and hereby waives any objections to the location or forum in which the proceeding is pending. In the event Trade Contractor has initiated litigation against Construction Manager at the time Construction Manager's demand for consolidation or joinder is received, and that proceeding cannot be consolidated with the proceeding in which the Construction Manager is involved, Trade Contractor agrees to dismiss or, in the event dismissal would prejudice Trade Contractor's rights, stay the litigation.

25.4 Duty to Continue Performance Pending Dispute Resolution
Trade Contractor acknowledges the importance of performing and completing the Work and its other obligations under the Trade Contract in a timely manner. Trade Contractor agrees that its rights in connection with any claim or dispute with Construction Manager in connection with the Trade Contract shall be determined as provided in this Section, and that it shall not be entitled to suspend or otherwise delay its performance and completion of the Work or the performance of its other obligations under the Trade Contract based on any alleged breach by Construction Manager or claim or dispute between the parties, regardless of whether such breach, claim or dispute is the subject of dispute resolution between Construction Manager and Trade Contractor.

26. WAIVER OF NOTICE AND HEARING RELATIVE TO PREJUDGMENT REMEDIES

The Trade Contractor expressly waives its right to notice and hearing under Connecticut General Statutes §52-278a through §52-278g inclusive relative to prejudgment remedies, and agrees that the Construction Manager may issue a writ for a prejudgment remedy (attachment, garnishment) by its attorney without securing a Court Order.

27. AUDIT AND RECORD RETENTION.

Trade Contractor's records related to the Project and the Trade Contract shall be subject to audit and shall be made available to Construction Manager for that purpose upon five (5) days prior written notice. To the extent the foregoing audit provisions are different than, or inconsistent with, any audit provisions found in the Owner Contract, the more stringent requirement shall control. Unless the Contract Documents or Applicable Law requires a longer period, Trade Contractor shall maintain its entire Project and Trade Contract related records, financial and otherwise, for a period of ten (10) years after the Construction Manager achieves final completion of its work at the Project.

28. CONFIDENTIALITY

28.1 Duty to Keep Information Confidential
Trade Contractor acknowledges and agrees that it will execute any confidentiality or nondisclosure agreements that may be reasonably required by the Construction Manager and/or Owner. Trade Contractor further acknowledges and agrees that Construction Manager may disclose certain information to Trade Contractor for purposes of the Work that Construction Manager and/or Owner considers to be confidential or proprietary or to constitute trade or business secrets (collectively

"Confidential Information"). In the absence of more stringent requirements contained in the Owner Contract, when Construction Manager and/or Owner discloses any information designated as Confidential Information to Trade Contractor, Trade Contractor agrees that:

(1) the Confidential Information shall be used solely for the purpose of performance under the Trade Contract and disclosed only to those of Trade Contractor's employees who have a need to know the information for that purpose;
(2) it shall not disclose Confidential Information to any third party without Construction Manager's prior written consent;
(3) it will take precautions to prevent the disclosure of the Confidential Information that are no less stringent than those employed to preserve the secrecy of its own confidential business information or trade secrets, and in no event less than reasonable precautions; and
(4) upon completion of the Work it will return all documents containing Confidential Information to the Construction Manager and/or Owner without retaining any copies thereof, or if such Confidential Information is contained in electronically stored documents, permanently delete such electronically stored Confidential Information.

28.2 Duration/Remedies
Unless a longer period is established by the Contract Documents, the provisions of this Section shall remain in force for a period of five (5) years after Construction Manager's final completion of its work at the Project. Trade Contractor agrees that in the event of its breach or threatened breach of its obligations under this Section, Construction Manager shall be entitled to equitable relief in order to restrain any continued or threatened breach.

29. MISCELLANEOUS

29.1 Integrated Agreement
The Trade Contract represents the entire integrated agreement between the parties with respect to the Project and supersedes all prior negotiations, proposals, correspondence, representations or agreements, whether written or oral, express or implied. This Trade Contract may only be amended or modified in a change order or other writing signed by both Construction Manager and Trade Contractor.

29.2 Choice of Law, Venue and Jury Waiver
This Trade Contract shall be governed by and construed in accordance with the laws of the state Connecticut, excluding the conflicts of laws principles thereof. For any action or proceeding involving claims and disputes between Construction Manager and Trade Contractor arising out of or in connection with the Trade Contract or the Work, Construction Manager and Trade Contractor expressly and unconditionally: (a) agree that the presiding federal or state court in the state of Connecticut shall have exclusive jurisdiction over the action or proceeding; and (b) **WAIVE THE RIGHT TO A TRIAL BY JURY IN THE ACTION OR PROCEEDING IN ANY AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT**. If Construction Manager elects to resolve a claim or dispute by arbitration, the arbitration shall be venued in the state of Connecticut.

29.3 Interpretation of Provisions
Construction Manager and Trade Contractor represent and warrant that they have had ample opportunity to review this Trade Contract and all documents referenced herein, and to consult with their respective attorney's. The Trade Contract shall be construed without regard to any presumption or other rule requiring construction or interpretation against the party who caused it to have been drafted.

29.4 Execution of Trade Contract
The Trade Contract may be executed in counterparts, each of which will be considered an original.

29.5 Notice
All notices required or permitted pursuant to this Trade Contract shall be in writing and sent to the parties at the addresses set forth on the Trade Contract Agreement. Written notice shall be deemed to have been duly served if delivered by registered or certified mail or by courier service providing proof of delivery to the business address for the intended recipient identified in this Trade Contract or, if none is identified, the last business address of the intended recipient known to the party giving notice. Written notices may also be deemed to have been duly served if delivered via first class U.S. mail, email, or facsimile, but the party utilizing such alternative means shall bear the burden of proving delivery (e.g., facsimile confirmation).

29.6 Validity and Enforceability
The parties agree that if any provision of the Trade Contract is determined by a court to be unenforceable in whole or in part under Applicable Law, that determination shall not affect the validity and enforceability of the remainder of the Trade Contract and that only the provision (or part thereof) in question shall be deemed unenforceable. Accordingly, in the event that any one or more of the provisions of the Trade Contract shall be found to be contrary to public policy and unenforceable, the remaining provisions of this Trade Contract shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with Applicable Law.

29.7 Construction Manager's Rights Not Waived
The failure of Construction Manager to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

29.8 Remedies are Cumulative
The remedies provided to Construction Manager in the Trade Contract are cumulative and not exclusive and additional to any other remedies available to Construction Manager under Applicable Law.

29.9 Headings are for Convenience Only
The headings in this Trade Contract have been inserted for convenience or reference only and shall not in any manner affect the construction, meaning or effect of anything contained herein nor govern the rights and liabilities of the parties.

30. EXHIBITS

The following exhibits are incorporated into this Trade Contract as follows:

Exhibit A – Contract Documents
Exhibit B – General Safety and Health Procedural Regulations
Exhibit C – Certification of Resident or Verified Contractor
Exhibit D – Material and Equipment Stored Off-Site Billing Procedure
Exhibit E – Sample Interim and Final Lien Waiver
Exhibit F – Insurance Requirements
Exhibit G – Sample Performance and Payment Bond Forms
Exhibit H – Project Labor Agreement Acceptance of Agreement

EXHIBIT A
CONTRACT DOCUMENTS

LIST OF CONTRACT DOCUMENTS TO BE INSERTED HERE

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Each contractor/employer is responsible for the safety and health of its employees and for all other individuals affected by the work. Each contractor/employer is to provide line supervision that is knowledgeable of and capable of monitoring and enforcing continuous Safe Work Practices and ensuring continuous Regulatory Compliance.

Contractor / Employer Responsibilities:
No declaration, act or omission by O&G, Industries , Inc., or its representatives will be deemed to exempt, either wholly or in part, expressly or by implication, any Contractor/Employer or the Contractor/Employer's place of employment, from full compliance with the terms of any environmental, health or safety regulation(s) as stated by the Federal Government, the state government, the county or local city or other jurisdictions applicable to the Contractor/Employer's work. The Contractor/Employer is responsible for the action(s) and/or inaction(s) of its employees, lower tier contractor/employers, vendors, suppliers or guest(s). The contractor/employer is responsible for the safety of its employees and other individuals that may be associated with or exposed to the its work and to assure the continuous utilization of safe work habits and for continuous regulatory compliance.

O&G Industries Inc. is dedicated to providing a safe and injury free environment. O&G Industries Inc. expects Subcontractor management, supervision and workers to hold environmental health and safety as a top priority. O&G Industries Inc.'s health and safety requirements are contained herein and in O&G Industries Inc.'s Safety & Health Program for the project, which is hereby incorporated by reference into the Subcontract. Subcontractor understands its responsibility to maintain a safe and healthy working environment and Subcontractor and its Sub-subcontractors shall abide by the requirements contained in the Safety and Health Program. Subcontractors understand and agree that O&G may, at its discretion, amend, alter, add to or otherwise change the Safety & Health Program, and that Subcontractor is required to abide by any such changes. In addition, Subcontractor and its Sub-subcontractors shall, at no additional cost to O&G Industries Inc., comply with the following requirements:

Regulatory Compliance:
Subcontractor agrees that the prevention of accidents to workers, visitors, or the public present at or in the vicinity of the project is its responsibility. Subcontractor agrees to comply with all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued thereunder, and with safety and health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

Subcontractor Safety Representative:
Prior to mobilization, Subcontractor shall designate in writing to O&G Industries Inc. a competent person that shall serve as the Subcontractor's project safety representative. This individual will be responsible and have the authority to ensure the Subcontractor's implementation, compliance with and enforcement of the O&G Safety and Health Program. Qualifications for the Subcontractor's project safety representative are provided in the O&G Safety and Health Program. O&G Industries Inc. reserves the right to require Subcontractor to replace its project safety representative if O&G Industries Inc. in its discretion determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities.

Subcontractor Injuries and Incidents:
Subcontractor shall notify O&G Industries Inc. of any incident or injury involving an employee of Subcontractor or one of its Sub-subcontractors, visitor, or member of the public on the day of the injury or incident. Subcontractor shall complete the Incident Notification and Investigation form provided in the O&G SAFETY AND HEALTH PROGRAM and submit the completed form to O&G Industries Inc. within twenty-four (24) hours of the incident or injury. Subcontractor agrees that all injuries and incidents will be investigated and corrective action plans developed to ensure similar injuries or incidents do not occur, and that any discovered hazards are immediately abated to the satisfaction of O&G.

Minimum Working Apparel:
Subcontractor agrees that the minimum working apparel includes hardhat, class appropriate high visibility clothing, safety glasses and side shields meeting the current version of ANSI Standard Z87.1, shirt with three inch or longer sleeves, long pants and durable work boots. Refer to the O&G SAFETY AND HEALTH PROGRAM Personal Protection Equipment Section for more specific requirements.

Safety and Health Orientation, Training and Programs:
Subcontractor agrees that none of its or its Sub-subcontractors' management personnel, supervisory personnel or workers will begin work on the project without receiving a project specific health, safety and environmental orientation provided by or authorized by O&G Industries Inc. Subcontractor shall provide training documentation as required by all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health as that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued there under, and with safety, health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Housekeeping and Orderliness:
Subcontractor agrees that all equipment, tools, materials and other apparatuses will be stored, stacked, placed, temporarily spotted or setup in such a manner as to maintain safe egress and a clean and orderly workplace. Subcontractor agrees to remove all debris and trash daily. Should O&G Industries Inc. deem the Subcontractor in nonconformance with these requirements, O&G Industries Inc. will direct to Subcontractor to take corrective action immediately. Should the Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of Subcontractor and shall deduct the cost thereof from any payments due or to become due to Subcontractor.

Natural Gas Freeing, Purging, Leak Testing and Energizing of Piping:
All subcontractors and sub-subcontractors involved with filling installed natural gas piping, purging inert gases, purging gas fed equipment into/out of service and leak testing must adhere to all Federal, State, and local regulations pertaining to such work. Such as, but not limited to; NFPA 54 ANSI Z223.1, OSHA 1910, and the equipment standards like NFPA 85 or NFPA 86. Subcontractor agrees that such work must utilize a "purge burner" and "burn-off" method to reach local gas supplier % of combustible gas at each purge point, unless local gas supplier agrees upon other approved method. Subcontractor agrees that such work must be scheduled and performed when no other contractors, other than those involved in the procedures are on the projects premises. Subcontractor will develop and implement a written safety and health program for all activities involving natural gas freeing, purging, leak testing and gas energizing of piping that complies with all relevant portions of NFPA 54 and OSHA 1910.147. Subcontractor shall provide proper equipment for all steps of these processes and verify they are in manufacturer's recommended condition. Subcontractor agrees to train all current and new employees on the dangers of natural gas and provide O&G with proof of such training documentation upon request.

Fall Prevention and Protection Policy:
Subcontractor shall comply with the O&G Industries Inc. Fall Protection Policy, which requires in part that no worker exposed to a fall hazard of six (6) feet or greater will work without 100% fall protection. Subcontractor will take all practical measures to eliminate, prevent and control fall hazards of six (6) feet or more before resorting to a personal fall protection system. When personal fall protection is required, Subcontractor shall provide such proper equipment for this purpose and all necessary instruction and training in the care and use of the equipment, including refresher training. All training shall be documented and made available to O&G Industries Inc. upon request.

Disciplinary Action:
O&G Industries Inc. will issue a written notice to individuals who are observed violating the laws, ordinances, rules, regulations, codes, standards, orders and requirements noted under Regulatory Compliance above or in violation of O&G's Safety and Health Program. O&G project management may utilize a discipline plan involving monetary penalties imposed on the contractor/employer for instances of serious, intentional, or repeated non-compliance with all applicable environmental, health, safety and regulatory rules, regulations, standards or procedures, including housekeeping activities. Instances of non-compliance by a contractor/employer's employees (including inappropriate actions and/or a lack of appropriate actions) may result in verbal warning, documented non-compliance observation notice monetary penalty and/or removal from work site of the offending employee and/or field supervision.

Monetary Penalty:

a. Non-Compliance - $50 to $150 per occurrence
b. Serious - $150 to $500 per occurrence
c. Potential for life threatening or serious bodily injury or property damage –$500 to $1,500

Any Subcontractor or Sub-subcontractor personnel who receive three (3) written violation notices within a one-year period may be removed from the project. *O&G's management and supervision may exercise discretion when administering this discipline policy.* ***Any violation viewed as life threatening, serious, flagrant, willful, or intentional may result in immediate suspension, removal from the project, and/or monetary penalties.***

Health and Safety Nonconformance:
When ordered by O&G Industries Inc., Subcontractor shall stop any part of the Work that O&G Industries Inc. in its discretion deems unsafe or unhealthy until corrective measures satisfactory to O&G Industries Inc. have been taken. Subcontractor agrees that it shall not have or make any claim for damages growing out of such stoppages. Should Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of the Subcontractor and deduct the cost thereof from any payments due or to become due to Subcontractor. Subcontractor acknowledges that it is the Subcontractor's responsibility to maintain a safe worksite and that failure on the part of O&G Industries Inc. to stop unsafe or unhealthy practices shall in no way relieve Subcontractor of its responsibility therefore, nor shall Subcontractor utilize any such failure on the part of O&G as a defense against O&G or any other party. Within twenty-four (24) hours of being ordered by O&G Industries Inc. to stop Work, Subcontractor will develop and submit to O&G Industries Inc. a written Corrective Action Plan for any unsafe or unhealthy practice(s) that are the subject of O&G Industries Inc.'s notice.

EXHIBIT B
GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Regulatory Inspections:
If O&G Industries Inc. is fined by any regulatory inspection by a Federal, State, County or Municipal agency or body as a result of any act or omission of Subcontractor or one of its Sub-subcontractors, O&G Industries Inc. will deduct the amount thereof and associated costs from any payments due or to become due to Subcontractor.

Prohibitive Articles:
In order that a safe and productive work environment can be provided, Subcontractor and Sub-subcontractors will prohibit the use, possession, control, sale, purchase, transportation, and distribution of the following on O&G Industries Inc. projects:

- Illegal and illicit drugs including but not limited to marijuana, mood and mind altering substances, "look-alike" substances, designer and synthetic drugs, and certain inhalants and over-the-counter drugs
- Prescription drugs not prescribed by a physician
- Drug paraphernalia, equipment, and literature related to illegal drugs and substance use
- Alcohol products and beverages
- Weapons, firearms, ammunition, explosives, and fireworks
- Radios, DVD/CD players, tape/cassette players, and MP3 players
- Any other item or substance restricted by law

Illegal Acts:
The theft, conversion, misappropriation, unauthorized removal, possession, or use of property or equipment belonging to O&G Industries Inc., Owner, Subcontractor, or other worker including but not limited to, materials, tools documents, and propriety information is prohibited.

Searches:
Subcontractor and Sub-subcontractors understand that O&G Industries Inc. may conduct reasonable unannounced searches of the work area and personal searches of workers and others on the project, including but not limited to, personal effects, vehicles, lockers, gang boxes, tool boxes, clothing, meal containers, and baggage. Searches will be performed by authorized personnel.

Safety Planning:
Prior to mobilization Subcontractor will provide O&G Industries Inc. with a written "Site Specific" Safety and Health Plan outlining the activities, hazards and controls Subcontractor will employ to mitigate hazards associated with Subcontractor's Work. Subcontractor and its Sub-subcontractors will also prepare Daily Job Safety Task Analysis (JSTA) per task or work activity on the form enclosed in O&G Industries, Inc.'s Health & Safety Manual. This daily JSTA shall outline the activities, hazards and controls associated with the Work and related activities that will be performed that day. Subcontractor and its Sub-subcontractors will review the Daily Job Safety Task Analysis with their employees at the start of each shift and as required throughout the shift and submit all JSTA forms to O&G Industries Inc.

Hazard Communication:
Prior to mobilizing, Subcontractor will provide O&G with Safety Data Sheets (SDS) for each hazardous material Subcontractor or one of its Sub-Contractors will bring onto the project site. Subcontractors must also provide O&G with proof of Hazardous Communication Training, including the new Globally Harmonized System (GHS) supplemental training for each worker designated to the specific project. Subcontractors recognizes its continuing obligation to provide SDS to O&G for all products brought onto the site and for appropriate training to address these products.

EXHIBIT C
CERTIFICATION OF RESIDENT OR VERIFIED CONTRACTOR STATUS AND NOTICE OF HOLD BACK REQUIREMENT APPLICABLE PAYMENTS TO UNVERIFIED CONTRACTORS

By checking the appropriate box below, the Subcontractor certifies that it:

☐ **IS** a **"resident contractor"** within the meaning of Connecticut General Statute Section 12-430(7)(A)(ii), and, unless waived by the General Contractor and subject to the terms set forth below, has provided a verification of this status by providing a certificate issued by the Connecticut Department of Revenue Services under Connecticut General Statute § 12-430(7)(L).

☐ **IS** a **"verified contractor"** within the meaning of Connecticut General Statute Section 12-430(7)(A)(iii), and has provided evidence of this status by providing a certificate issued by the Connecticut Department of Revenue Services under Connecticut General Statute § 12-430(7)(I).

NOTICE GIVEN UNDER CONNECTICUT GENERAL STATUTE § 12-430(7)(D)(i):

Every prime or general contractor who is either a resident contractor or a verified contractor and doing business with an unverified contractor shall hold back an amount equal to five percent of such payments otherwise required to be made to such subcontractor until such subcontractor furnishes such contractor with a certificate of compliance authorizing the full or partial release of the amount held back from the payments to such subcontractor.

In consideration of the General Contractor's waiver of the verification requirement of resident contractor status, if it is ultimately determined that the Subcontractor is not a resident contractor for purposes of Connecticut General Statute § 12-430(7)(A)(ii), then in that event, the Subcontractor shall save the General Contractor harmless and indemnify the General Contractor for all costs and losses incurred by the General Contractor, including attorney fees, that result from that determination.

The Subcontractor acknowledges receipt of a copy of this document.

SUBCONTRACTOR:

*By*_____ *Date* _____
Its
Duly Authorized

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

As a condition precedent, trade contractor shall provide Construction Manager with the following to be considered for payment for materials stored off the project site:

Copies of all **invoices from suppliers** showing the total value of the material that is being stored off site.

An **Insurance Certificate** from the trade contractor's agent showing full value of items plus 10%. The certificate must state specifically what the material is and where it is stored.

An executed **Security Agreement** (copy attached).

An executed **Bill of Sale** for the stored items (copy attached).

UCC1 Form must be filled out (copy attached) and mailed with fee to the Secretary of State. A copy should be returned to O & G Industries, Inc.

Billing of overhead and profit on off-site stored material is not allowed. Overhead and profit can be billed when material/equipment has been delivered to the site.

When the above have been compiled, submit them to the O & G Industries, Inc. Contract Administrator with the completed AIA requisition.

A physical inspection of the Stored Materials must be arranged with the O & G Industries, Inc. Project Manager.

If you have any further questions regarding off-site Stored Materials, please contact O & G's Contract Administrator at (860) 496-4215.

SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6002 WEBSITE: www.concord-sots.ct.gov

STATE OF CONNECTICUT
UCC-1 FINANCING STATEMENT

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 81/2 X 11 SHEETS IF NECESSARY.

FILING PARTY *(CONFIRMATION WILL BE SENT TO THIS ADDRESS)*: CUSTOMER ID: NAME: ADDRESS: CITY: STATE: ZIP: EMAIL:	**FILING FEE: $50** *MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"*

1. DEBTOR'S EXACT FULL LEGAL NAME - *INSERT ONLY ONE DEBTOR NAME (1A OR 1B) - DO NOT ABBREVIATE OR COMBINE NAMES*

OR	**1A. ORGANIZATION'S NAME**		
	1B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX

1C. MAILING ADDRESS:

ADDRESS:

CITY:

STATE: ZIP: COUNTRY:

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - *INSERT ONLY ONE DEBTOR NAME (2A OR 2B) - DO NOT ABBREVIATE OR COMBINE NAMES*

OR	**2A. ORGANIZATION'S NAME**		
	2B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX

2C. MAILING ADDRESS:

ADDRESS:

CITY:

STATE: ZIP: COUNTRY:

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

3. SECURED PARTY NAME (OR NAME OF ASSIGNEE OF ASSIGNOR S/P) - *INSERT ONLY ONE SECURED PARTY NAME (3A OR 3B)*			
OR	3A. ORGANIZATION'S NAME		
	3B. INDIVIDUAL'S		
	SURNAME		
	FIRST PERSONAL NAME	MIDDLE	SUFFIX
3C. MAILING ADDRESS:			
ADDRESS:			
CITY:			
STATE:	ZIP:	COUNTRY:	
4. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:			
5. CHECK ONLY IF APPLICABLE AND CHECK ONLY ONE BOX: COLLATERAL IS ☐ HELD IN A TRUST (SEE UCC 1AD, ITEM 13 AND INSTRUCTIONS) ☐ BEING ADMINISTERED BY A DECENDENT'S PERSONAL REPRESENTATIVE.			
6. CHECK ONLY IF APPLICABLE AND CHECK ONLY ONE BOX:			
Public-Finance Transaction ☐ A Debtor is a Transmitting Utility			
7. ALTERNATIVE DESIGNATION *(if applicable)*:			
Lessee / Lessor ☐ Consignee / Consignor ☐ Seller / Buyer ☐ Bailee / Bailor ☐ Licensee / Licensor			
8. OPTIONAL FILER REFERENCE DATA:			

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

Instructions for Connecticut UCC Financing Statement (Form UCC-1)

INSTRUCTIONS

Please type or print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your Legal Advisor. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filling office use.

When properly completed, send Filing Office Copy, with required fee, to filing office.

If you need to use attachments, use 81/2 x 11 inch sheets and put at the tope of sheet the name of the first Debtor, formatted exactly as it appears in item 2 of this form; you are encouraged to use the UCC Financing Statement Addendum.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Do not abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a Partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

1b. Individual Debtor. " Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box for titles or lineage (jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs John Smith). enter individual Debtor's family name (surname) in Surname box, first given name in First Personal Name box, and all additional given names in Middle Name box. For both organization and individual Debtors: Don't use Debtors trade name, DBA, AKA, FKA, Division name etc. in place or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended.)

1c. An address is always required for the Debtor named in 1a or 1b.

2. If an additional Debtor is included, complete item 2. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) of other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee. If there is more than one Secured Party, see Instruction 2.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or the other attached additional page(s).

5. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.

6. If Debtor is a transmitting utility, check the appropriate box. If filed in connection with a public finance transaction, check the appropriate box.

7. If the filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5.

8. This item is optional and is for filer's use only.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

OFFICE OF THE SECRETARY OF THE STATE

MAILING ADDRESS:
COMMERCIAL RECORDING DIVISION
CONNECTICUT SECRETARY OF THE STATE
P.O. BOX 150470
HARTFORD, CT 06115-0470

DELIVERY ADDRESS:
COMMERCIAL RECORDING DIVISION
CONNECTICUT SECRETARY OF THE STATE
30 TRINITY STREET
HARTFORD, CT 06106

PHONE:860-509-6002

WEBSITE: www.concord-sots.ct.gov

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

Bill of Sale of Personal Property

Know All Men by These Presents,

THAT

of in the County of and State of
, hereinafter called the Seller, for the consideration of
Dollars,
received to full satisfaction of

hereinafter called the Purchaser,
do hereby bargain, sell, transfer and convey unto the said Purchases the following articles of personal property:

To Have and to Hold the same to the said Purchaser
successors, executors, administrators, and assigns, forever to and their proper use and behoof. And
, the said Seller for sel heirs, executors and administrators,
covenant and agree with the said Purchaser to warrant and defend the said goods to the said Purchaser, against all persons whatever:

Signed this day of , 20

Witnessed by:

_____ _____

_____ _____

STATE OF CONNECTICUT, }
} ss. 20
COUNTY OF }

Personally Appeared
Signer(s) of the foregoing instrument, and acknowledged the same to be free act and deed, before me.

_____
Notary Public, Justice of Peace, Commissioner of Superior Court

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

STATE OF CONNECTICUT, }
} ss. 20
COUNTY OF }

On this _____ day of _____ 20_____, before me _____, the undersigned officer,
(name of signing notary)
personally appeared _____ who acknowledged himself/herself to
(name of signing official)
be the _____, a corporation, and that he/she as such
(title of official)
_____, being authorized so to do, executed the foregoing instrument for
(title of official)
the purpose therein contained, by signing the name of the corporation by himself/herself as
_____.
(title of official)

In Witness Whereof I hereunto set my hand and official seal.

_____
Notary Public/Commissioner of Superior Court

Bill of Sale of Personal Property

From

To

Dated _____

Filed N/A

at _____ M

Town Clerk

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

SECURITY AGREEMENT
(Chattel Mortgage)

THIS AGREEMENT, made the day of 20 under the laws of the state of

BETWEEN herein called the Debtor

whose business address is (if none, write "none")

and whose residence address is

and herein called the secured Party

whose address is

WITNESSETH:

To secure the payment of an indebtedness in the amount of $ with interest, payable as follows:

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the Schedule herein which the Debtor represents will be used primarily
- ☐ for personal, family or household purposes
- ☐ in farming operations
- ☐ in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination. (If the property described in the Schedule is for personal, family or household purposes then no security attaches under this section (b) unless the debtor acquires rights in them within 10 days after the Secured Party gives value.)

(c) all proceeds thereof, if any,

(d) all substitutions, replacements and accessions thereto

(the foregoing (a), (b), (c) and (d) hereinafter call the collateral).

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

PAYMENT 1a. To pay and perform all of the obligations secured by this agreement according to their terms.

DEFEND TITLE 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.

ASSURANCE OF TITLE 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.

POSSESSION 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.

LOCATION 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without he prior written consent of the Secured Party.

LIENS 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

TAXES 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.

REPAIRS 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

INSURANCE 1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of Insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

LOAN – USE OF PROCEEDS	1j If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.
CHANGE OF ADDRESS	1k To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.
AFFIXED TO REALTY	1l That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.
	2. GENERAL PROVISIONS
NOTES	2a. Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.
NON-WAIVER	2b Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.
NOTICES	2c Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.
LAW APPLICABLE	2d The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.
DEFAULT	2e The following shall constitute a default by Debtor:
non-payment	Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.
violation	Failure by Debtor to comply with or perform any provision of this agreement.
misrepresentation	False or misleading representations or warranties made or given by Debtor in connection with this agreement.
levy	Subjection of the collateral to levy of execution or other judicial process.
insolvency	Commencement of any insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations.
death	Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations.
impairment of security	Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.
REMEDIES ON DEFAULT acceleration	2f Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default," in effect as of the date of this Security Agreement.
Attorneys' fees	Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.
deficiency	The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.
monies advanced	If the Debtor shall default in the performance of any of the provision of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.
seizure assembling collateral notice of sale	In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.
	2g Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.
FINANCING STATEMENT	2h The Secured Party is hereby authorized to file a Financing Statement
CAPTIONS	2i. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision hereof.

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

The terms, warranties and agreements herein contained shall bind and insure to the benefit of the respective parties hereto, and their respective legal representative, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

_____

_____

_____

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops of goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items	*Location, etc.*

The chief place of business of the Debtor, if other than stated in this agreement, is:

EXHIBIT D
MATERIAL AND EQUIPMENT STORED OFF THE PROJECT SITE

WAIVER BY LANDLORD AND/OROTHERS

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement.

WITNESS the hand and seal of the undersigned this day of 20 .

_____

_____

Security Agreement
(Chattel Mortgage)

to

Dated, *20*

GUARANTEE

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this day of 20 .

_____ (L.S.)

Residence _____

Business Address _____

Firm Name _____

EXHIBIT E
INTERIM/BOND WAIVER

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, deposes and says: That (s) he is the _____ (title) of «ToCompany» ("Releasor"), that in such capacity (s) he is duly authorized to execute this document and to bind Releasor to its terms. Releasor is a corporation, partnership, limited liability company, individual proprietorship (circle applicable description).	
Lien Waiver: That Releasor, for and in consideration of the payment of $_____ by O&G Industries, Inc. ("Releasee"), does hereby waive, release and discharge any and all rights to any lien, and all claims, against any bond or payment surety provided by Releasee, and against the owner of the project for labor, services, leases, equipment, and/or materials ("Materials and Services") furnished by the releasor, in connection with a construction project known as «ProjectName» ("Project"), located in the State of Connecticut, for the period ending _____ ("Release Date").	Initial _____
The Releasor acknowledges that this payment constitutes full payment less retainage, if applicable, for all materials and/or services provided in connection with the project through the Release Date.	
Affirmation of Payment: That Releasor and the individual signing on behalf of Releasor certify and represent that any and all of Releasor's workers union obligations, if any, through the date covered by Releasor's last invoice or application for payment have been paid in full and further, that all Materials and Services furnished or provided by materialmen or subcontractors of Releasor in connection with the Project through the date covered by Releasor's last invoice or application for payment have been paid in full. Releasor represents that all subcontractors and materialmen covered by this payment plus any applicable taxes will be paid with ten (10) days of receipt of payment by Releasor. Releasor and the individual signing on behalf of Releasor further recognize Releasee is relying on the representations and certifications contained herein in making the payment recited in this document.	Initial _____
Indemnification: That Releasor agrees to indemnify Releasee and to hold it harmless, by reason of any loss or damage sustained by Releasee, including attorney's fees and court costs, and agrees to defend Releasee against any claim, at Releasor's sole expense, made by any of the Releasor's subcontractors, employees, materialmen, union, or taxing authority against Releasee, or against any bond or payment surety provided by Releasee, relating in any way to the Project, and that the rights contained in this agreement shall be in addition to and not in substitution or diminution of the rights of Releasee in other contract documents relating to the Project.	Initial _____
Affirmation of Insurance Coverage: The Releasor further represents that all insurance policies, including all endorsements as required under the contract with Releasee, are in full force and effect and that said insurance policies are not the subject of any existing notice of intent to cancel or notice of non renewal by the issuer of such policies.	Initial _____

If there are exceptions to the representations made in this document, such as reserved claims, they must be detailed in writing in an attachment to this document or they will be considered waived. If there is an attachment, it must be physically attached to and referenced in this document.

Dated at _____, this _____ day of _____, 20____.

Signed, sealed and delivered
In the presence of:

«ToCompany»
Releasor

_____
Witness

By:_____

Its: _____
Duly Authorized

_____
Witness

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

_____
Commissioner of the Superior Court
Notary Public

EXHIBIT E
FINAL LIEN/BOND WAIVER RELEASE AND INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, deposes and says: That (s)he, is the _____of «ToCompany» (Releasor), that (s)he is familiar with the facts herein stated, and that (s)he, as such _____is authorized to execute this document by Releasor.

That Releasor, for and in consideration of the final payment of $_____ by O&G Industries, Inc. (Releasee), does hereby waive, release, and discharge any and all rights to any lien, and all claims against any bond or payment surety provided by Releasee, and against the Owner of the Project for services, labor and/or materials furnished by the Releasor, in connection with a construction project known as «ProjectName» (Project), located in «ProjectCity», Connecticut.

That Releasor acknowledges that this final payment constitutes full payment for all materials and/or services provided in connection with the Project, including, without limitation, any and all punchlist, or corrective work provided after the signing of this Waiver, Release, and Agreement.

That Releasor and the individual signing on behalf of Releasor further certify and represent that any and all of Releasors workers, union obligations, if any, Subcontractors, and Materialman, have been paid in full for all services and/or materials furnished in connection with the Project. They further recognize Releasee is relying on the truth of the representations and certifications contained herein in making the payment recited in this document.

Releasor agrees to indemnify Releasee and to hold it harmless, by reason of any loss or damage sustained by Releasee, including attorney's fees and court costs and agrees to defend Releasee against any claim, at Releasor's sole expense, made by any of the Releasor's Subcontractors, Employees, Materialman, or Union, against Releasee, or against any bond or payment surety provided by Releasee, relating in any way to the Project, and that the rights contained in this Agreement shall be in addition to and not in substitution or diminution of the rights of Releasee in other contract documents relating to the Project.

If Releasor maintains it has any unresolved claims against Releasee, they must be set forth in a "List of Claims" dated, signed and attached to this document which List must set forth the nature of the claim, the date it was asserted and the amount. Failure to set forth a claim with the foregoing particulars will be considered a waiver of that claim.

Other than claims specifically set forth in the attached "List of Claims", Releasor hereby releases any and all claims, causes of action, arising out of the Project it has against the Releasee and/or the Owner.

Dated at _____, this _____ day of _____, 20____.

Signed, Sealed and Delivered
In the presence of:

«ToCompany»
Releasor

_____
Witness

By: _____

_____
Witness

Its: _____
Duly Authorized

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

_____
Commissioner of Superior Court
Notary Public

EXHIBIT F
INSURANCE REQUREMENTS

COODINATE LIMITS WITH CONTRACT GENERAL CONDITIONS

1 The Trade Contractor shall purchase insurance from an insurance company or companies rated A- or better by A.M. Best Companies lawfully authorized to do business in the state where the project is located. A sample Certificate of Insurance may be furnished to the Trade Contractor. The insurance provisions set forth below are minimum requirements. In the event Contract Documents specify additional coverages and/or amounts of coverage than those set forth below and pertaining to the Trade Contractor's work, then the Trade Contractor shall provide the coverages and/or amounts in accordance with the Contract Documents. Such insurance will protect the Trade Contractor from claims which may arise out of or result from the Trade Contractor's operations under the Subcontract and for which the Trade Contractor may be legally liable, whether such operations be by the Trade Contractor or by a subtrade contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Trade Contractor, and any subtrade contractors engaged by the Trade Contractor, shall obtain the following insurance:

1.1 Workers Compensation Insurance. For all work performed pursuant to this Subcontract, Trade Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amounts required by all applicable statutes, laws, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A. of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the state where the project is located" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the Owner, O&G, and their respective officers and employees. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent).

1.2 Employers' liability insurance for damages because of bodily injury, occupational sickness or disease, or death of the Trade Contractor's employees. Such insurance shall be written with coverage of $1,000,000 each accident /$1,000,000 disease policy limits and $1,000,000 per disease per each employee. A waiver of subrogation endorsement that prohibits the insurance company from enforcing subrogation and recovery rights against the Owner, O&G, and their respective officers and employees, shall be included;

1.3 Commercial general liability insurance written on an "occurrence" basis for damages because of bodily injury, property damage, personal and advertising injury arising out of the Work shall include coverage for:

- All operations and premises of the Trade Contractor;
- All products and completed operations of the Trade Contractor;
- All liability and/or responsibility assumed by the Trade Contractor in the Contract Documents.
- Explosion, collapse and underground (XCU) hazards;
- The Owner and O&G as an additional insured;
- Defense expenses paid in addition to the policy limits;
- Contractual Liability – Railroad (ISO Form CG 24 17 or its equivalent) if Work is within 50 feet of railroad property.

Additional insured coverage shall be provided to the Owner, O&G, and their respective officers and employees, and shall be for both on-going operations via ISO Form CG 2010 (July 2004 Edition or its equivalent) and products and completed operations via ISO Forms CG 2037 (July 2004 Edition or its equivalent). Coverage shall be provided on primary basis with no contribution by the Owner's or O&G's liability insurance. All additional insured endorsements shall be submitted for review and acceptance by O&G.

If additional insured status for the Owner, O&G, and their respective officers and employees is not reasonably available for products and completed operations via ISO form CG 2037 (July 2004 Edition date or its equivalent), O&G may, at its sole discretion, waive such requirement.

Commercial General Liability insurance purchased by the Trade Contractor shall provide the following minimum limits of liability and all coverages shall be maintained during and for at least ten (10) years after final completion of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or

replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required:

$1,000,000 Each Occurrence Limit;
$1,000,000 Personal & Advertising Injury - Per Person or Organization Limit
$2,000,000 General Aggregate Limit –Per Project Basis
$2,000,000 Products-Completed Operations Aggregate Limit

1.4 Automobile Liability insurance for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle and/or trailer that the Trade Contractor owns, hires, leases or borrows or any motor vehicle used on behalf of the Trade Contractor. Automobile liability insurance shall provide coverage for "any auto- Symbol 1" or alternatively "owned autos, non-owned autos, and hired autos – Symbols 2, 8, 9." Automobile Liability insurance shall also include:

- Any equipment that is subject to a compulsory or financial responsibility law or motor vehicle insurance law in the state in which the equipment is principally garaged;
- Pollution liability – Broadened Coverage for Covered Autos – CA 99 48 (09 02) or its equivalent;
- Owner and O&G as additional insured via ISO Form CA 20 48 or its equivalent;
- All liability and/or responsibility assumed by the Trade Contractor in the Contract Documents.
- Contractual Liability – Railroad (ISO Form CA 20 70 or its equivalent) if Work is within 50 feet of railroad property.

Such coverage shall provide minimum limits of $1,000,000 Each Accident - Combined Single Limit and shall be maintained for the life of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or replacing defective work or performing Project work.

1.5 Umbrella Liability insurance for damages because of bodily injury, property damage, personal and advertising injury with, at minimum, the same terms and conditions as the Employers' Liability, Commercial General Liability, and Automobile Liability insurance required by the Subcontract and arising out of the Work.

Umbrella Liability insurance shall include the Owner, O&G, their respective officers and employees, as additional insureds on a primary basis with no contribution by the Owner's or O&G's liability insurance. If additional insured status on a primary and non-contributory basis for the Owner and O&G is not reasonably available, O&G may, at its sole discretion, waive such requirement for the Umbrella Liability insurance.

Umbrella Liability insurance shall be written as excess of Trade Contractor's Employers' Liability, Commercial General Liability and Automobile Liability Insurance and also shall be written to drop down and provide primary insurance, including coverage for defense, for the Trade Contractor in the event that an aggregate limit has been exhausted.

Such insurance purchased by the Trade Contractor shall provide the following minimum limits of liability and shall be maintained during and for at least three years after final completion of the Subcontract and at all times thereafter when Trade Contractor may be erecting, removing or replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required:

$5,000,000 Each Occurrence
$5,000,000 General Aggregate Limit
$5,000,000 Products-Completed Operations Aggregate Limit

1.6 Trade Contractor's Pollution Liability insurance if the Work involves the handling, abatement, clean-up or removal of any pollutants or hazardous material, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint. The requirement of the Trade Contractor to purchase Trade Contractor's Pollution Liability insurance is at the sole discretion of the O&G.

Trade Contractor's Pollution Liability insurance shall be written with minimum limits of $5,000,000 each claim and $5,000,000 aggregate, and shall include:

- Products and completed operations coverage;
- Premises and Operations
- Owner and O&G as additional insureds;
- All liability assumed by the Trade Contractor in the Contract Documents;

If such insurance is required and purchased by the Trade Contractor, minimum limits of liability shall be maintained during and for at least ten (10) years after final completion of the Subcontract and at all times thereafter when the Trade Contractor may be erecting, removing or replacing defective work or performing Project work and at all times shall include coverage for Owner and O&G as additional insured as required.

1.7 Trade Contractors who are performing engineering or other design services in connection with their work shall obtain Professional Liability insurance issued by an insurance company acceptable to O&G having minimum limits of $2,000,000 for each claim and $2,000,000 annual aggregate. Such insurance shall not have a deductible in excess of $50,000 and shall remain in full force and effect from the date hereof until the Substantial Completion Date and for a period of ten (10) years thereafter.

1.8 If any of the foregoing insurance is written with a deductible or self-insured retention, Trade Contractor shall disclose the specifics of such arrangements to O&G and is subject to O&G's approval. Further, a Trade Contractor who is self-insured for any of the foregoing insurance shall disclose the self-insurance arrangements to O&G and is subject to O&G's approval. Approval of such insurance or self-insurance is at O&G's sole discretion. Copies of insurance policies shall be furnished upon request.

1.9 All Risk Equipment Insurance shall be provided by all Trade Contractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

1.10 Unless otherwise provided, Trade Contractor shall purchase Installation Floater insurance protecting Trade Contractor's insurable interest in all materials, equipment, fittings, accessories, wiring and supports and like items until same have been permanently installed in the Project. The Installation Floater insurance shall provide coverage for such property while at the Project site, while in transit and while temporarily stored at a location other than the Project site.

2 The following terms and conditions are applicable to all insurance described above (unless specifically noted otherwise):

2.1 O&G, Owner, any such other entities as may be reasonably requested, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries shall be named as additional insureds under the policies of insurance maintained by the Trade Contractor (with the exception of Workers Compensation and Professional Liability insurance), whether during the performance of the Work or any time thereafter, that may in any respect be applicable to matters, claims or suits arising out of or related to this Contract, and Trade Contractor will submit with the certificate of insurance copies of an endorsement on ISO Form C.G. 20 10 11 85 or equivalent by which all parties required to be listed by Trade Contractor as an additional insured are deemed so listed. In the event that the law of the state in which the project is located (or other applicable law) limits the additional insured coverage requires of Trade Contractor, then Trade Contractor shall be required to obtain additional insured coverage to the fullest extent of coverage and limits allowed by applicable law and this Contract shall be read to conform to such law.

2.2 It is expressly agreed and understood by and between Trade Contractor and O&G that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Trade Contractor and shall not contribute with the Trade Contractor's insurance.

2.3 Prior to commencing the Work, Trade Contractor shall submit Certificates of insurance and supporting additional insured endorsements, acceptable to O&G, including any additional coverages and/or amounts of coverage specified in the Contract Documents. These certificates and the insurance policies required by Paragraph 1 of this Exhibit to the Trade Contract shall contain a provision that coverages afforded under the policies will not be

canceled or allowed to expire or be materially changed until **at least 30 days' prior written notice (10 days' prior written notice for reason of non-payment)** has been given to O&G. If any of the foregoing insurance coverages are required to remain in force after final completion of this Contract, additional certificates evidencing continuation of such coverage shall be submitted to O&G annually. Attached hereto is a sample certificate.

2.4 Trade Contractor agrees that the amount of insurance available to O&G and the additional insureds shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Subcontract.

2.5 To the extent permitted by law, Trade Contractor hereby waives all rights of recovery from O&G, the Owner and any other entities added as additional insureds, including but not limited to rights of subrogation, with respect any matter, claim or suit that is to be covered by insurance to be maintained by Trade Contractor pursuant to the Contract Documents. All insurance policies required pursuant to this Exhibit to the Trade Contract shall be endorsed to prohibit the insurance company from enforcing subrogation and recovery rights.

2.6 Trade Contractor shall advise O&G of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Likewise, a Trade Contractor who is self-insured for any of the foregoing insurance shall disclose the self-insurance arrangements to O&G. Approval of any such deductible, self-insured retention or self-insurance is at O&G's sole discretion. If approved by O&G, Trade Contractor shall be solely responsible for and agrees to pay and/or reimburse O&G, as the case may be, for any such deductible, self-insured retention or self-insurance.

2.7 Upon request, Trade Contractor shall furnish copies of any of the insurance policies required in this Exhibit to this Trade Contract. Receipt of copies of insurance policies or certificates of insurance does not waive O&G's right to enforce any terms of this Contract.

2.8 Trade Contractor shall require all its subtrade contractors to provide the same insurance as required of the Trade Contractor in this Exhibit, including adding the Owner and O&G as additional insured where required. As to the insurance required of its subtrade contractor, the Trade Contractor agrees to obtain from the subtrade contractor's insurance company (or authorized agent) certificates of insurance as evidence of the required insurance, including the provision that all policies will not be canceled or allowed to expire or be materially changed until at least 30 days' prior written notice (10 days' prior written notice for reason of non-payment) has been given to O&G. Such certificates of insurance shall be filed with and acceptable to O&G prior to the execution of this Contract.

2.9 Information concerning reduction of limits due to claims paid under the **General Aggregate or the Products and Completed Operations Aggregate**, or both, shall be furnished by the Trade Contractor to O&G with reasonable promptness in accordance with the Trade Contractor's information and belief.

2.10 Failure of Trade Contractor to provide the insurance set forth in this Exhibit or any proof of insurance as herein described may, at the option of O&G result in this Contract being terminated for cause, or in lieu of such action O&G at its option shall have the right to maintain all said insurance for and in the name of the Trade Contractor and Trade Contractor agrees to pay for the cost thereof and O&G may deduct such cost from monies otherwise due the Trade Contractor.

2.11 If, in O&G's discretion, O&G is concerned that any insurance company selected by Trade Contractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poor's or Moody's rating), O&G may require that Trade Contractor provide replacement insurance coverage through an insurance company satisfactory to O&G.

3 Unless expressly stated otherwise, Builder's Risk Property insurance will NOT be provided by the Owner or O&G.

3.1 If provided, Builder's Risk insurance shall be purchased in a company or companies lawfully authorized to do business in the state where the project is located and be written on a builder's risk "all risk" or equivalent policy form in the amount of this Contract, plus the value of subsequent Contract modifications and cost

of materials supplied or installed by others, excluding Trade Contractor's tools and equipment, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in this Contract or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 5 of the Trade Contract or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph, whichever is later. This insurance shall include interests of the Owner, O&G, the Trade Contractor and subtrade contractors in the Project. If O&G provides the Builder's Risk Property insurance, the deductible shall be the responsibility of the affected Trade Contractor. If the Owner provides the Builder's Risk Property insurance and the Owner/O&G Contract provides that O&G is responsible for the deductible, the affected Trade Contractor shall, nevertheless, be responsible to O&G for that portion of the deductible attributable to the Trade Contractor.

3.2 Regardless of the existence of Builder's Risk Property Insurance, Trade Contractor shall be responsible for any loss, damage, injury and/or loss of use of any of its tools or equipment.

3.3 Builder's Risk Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, theft, earthquake, flood, testing and startup, and limited debris removal, and shall cover reasonable compensation for Architect's and Trade Contractor's services and expenses required as a result of such insured loss.

3.4 Waivers of Subrogation. The Owner, O&G and Trade Contractor waive all rights against (1) each other and any of their subtrade contractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described herein, if any, and any of their subtrade contractors, subtrade contractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Property insurance obtained pursuant to this Paragraph 3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by O&G as fiduciary. The Owner, O&G, or Trade Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the Trade Contractors, subtrade contractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of such rights shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.5 A loss insured under the Builder's Risk Property insurance described herein shall be adjusted by the Owner or O&G as the case may be as fiduciary and made payable to the Owner or O&G as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Trade Contractor shall pay subtrade contractors their just shares of insurance proceeds received by the Trade Contractor, and by appropriate agreements, written where legally required for validity, shall require subtrade contractors to make payments to their sub-subtrade contractors in similar manner.

3.6 Equipment Breakdown Coverage. The Owner or O&G shall have the option to purchase and maintain equipment breakdown insurance required by this Contract or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, O&G, Trade Contractors, and subtrade contractors in the Work, and the Owner and O&G shall be named insureds.

3.7 If Builder's Risk Property insurance is provided, partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and O&G shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

3.8 In the event that Builder's Risk Property Insurance is not being furnished, Trade Contractor shall purchase Installation Floater insurance protecting Trade Contractor's insurable interest in all materials, equipment, fittings, accessories, wiring and supports and like items until same have been permanently installed in the Project. The Installation Floater insurance shall provide coverage for such property while at the Project site, while in transit and while temporarily stored at a location other than the Project site.

1. GENERAL

A. Prior to the Construction Manager signing the contract agreement, he will require the trade contractor(s) to furnish separate performance and payment bonds covering the faithful performance of the trade contract agreement.

The performance bond and the payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

B. The Performance Bond and the Labor and Material Bond (Payment Bond) shall each be on the forms enclosed in this section.

The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.

Provide three (3) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.

C. The Contractor(s) shall include in his proposal amount the total premiums for the performance and payment bonds.

D. The Bonds will be executed by a Surety Company or Companies with an AM Best Rating of A-VII or better that are authorized to do business in the State of Connecticut and who are acceptable to the Construction Manager. The cost of these Bonds is to be paid for by the contractor and included in his bid.

Performance Bond

CONTRACTOR (a/k/a Trade Contractor): (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address): City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner for the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications. The Surety also waives its right to terminate the bond in the event of bankruptcy by the Contractor.

3. The condition of this obligation is such that if the Contractor promptly and faithfully performs all the covenants and conditions of the Construction Contract on its part including during any warranty and guaranty period, then the obligation under this Bond shall be void.

4. The Surety's obligation under this Bond shall arise after the Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. The Contractor's filing of a petition of bankruptcy, voluntary or involuntary, is an event of default on the bond regardless of whether a formal declaration of Contractor default has been sent:

   4.1 The Construction Manager has notified the Contractor and the Surety by mail postage prepaid at the address shown above that the Construction Manager is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the

Contractor and the Surety to be held no later than ten days after the mailing of such notice to discuss the methods of performing the contract.

4.2 The Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. Such default shall not be declared earlier than fourteen days after the notice referred to in 4.1 has been sent.

4.3 The Construction Manager has agreed to pay the balance of the Contract Price, if any, to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of such contract.

5. Upon the occurrence of the conditions set forth in Paragraph 4, the Surety shall, within twenty (20) days, take one of the following actions:

5.1 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or;

5.2 Arrange for a contract to be prepared for execution by the Construction Manager and the Contractor selected by the Surety with the Construction Manager's concurrence to be secured with performance and payment bonds equivalent to the bonds issued on the Construction Contract and to pay the Construction Manager the amount of damages as described in Paragraph 8 in excess of the balance of the Contract Price incurred by the Construction Manager resulting from the Contractor's default;

6. The Surety may waive its right to perform or obtain a new Contractor and within twenty days of default of the Contractor:

6.1 Tender payment to the Construction Manager for the amount which it may be liable to the Construction Manager for or;

6.2 Deny liability in whole or in part and notify the Construction Manager within said twenty days citing the reasons therefor.

7. If the Surety does not proceed as provided in Paragraph 5 or 6, the Surety shall be deemed in default and the Construction Manager shall be entitled to enforce any remedy available to it. If the Construction Manager refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice, the Construction Manager shall be entitled to enforce any remedy available to the Construction Manager.

8. If the Surety elects to act under Subparagraph 5.1 or 5.2 above, then the responsibilities of the Surety to the Construction Manager shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Construction Manager to the Surety shall not be greater than those of the Construction Manager under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Construction Manager of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and additional legal, design professional and delay costs resulting from the Surety's failure to perform its obligations as set forth in this Bond; and

8.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor to the Construction

Manager and the Owner. The cost of Supplemental Forces as provided for in the Construction Contract shall not be in lieu of liquidated damages.

9. The Construction Manager's right, if exercised, under the Construction Contract to supplement the construction forces of the Contractor shall continue post default of the Contractor or until the Surety acts under 5.1, 5.2, 6.1 or 6.2 and the reasonable cost thereof shall be a deduct from the Construction Contract balance.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Connecticut and shall be instituted within the applicable statute of limitations for contract actions after Contractor defaults or within the applicable statutes of limitations for contract actions after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

12. No right of action shall accrue on this bond to any person or entity other than the Construction Manager, the Owner or their heirs, executives, administrators, successors or assigns. The Construction Manager retains the right of setoff of any obligations of the Contractor to the Construction Manager or to any business entity in which the Construction Manager has a controlling interest.

13. In the event that the surety assumes the contract or obtains a bid or bids for the completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR (Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title:

Payment Bond

CONTRACTOR : (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address): City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date: Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications.

3. With respect to the Construction Manager and Owner, this obligation shall be null and void if the Contractor:

   3.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   3.2 Defends, indemnifies and holds harmless the Construction Manager and Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract., provided the Construction Manager or Owner has promptly notified the Contractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety and

provided there is no Owner default.

4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

5. The Surety shall have no obligation to Claimants under this Bond until:

5.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety, and sent a copy, or notice thereof, to the Construction Manager and Owner stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claims.

5.2 Claimants who do not have a direct contract with the Contractor.

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Construction Manager and the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Construction Manager and the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by Paragraph 5 is given by the Owner or Construction Manager to the Contractor or to the Surety, that is sufficient compliance.

7. When the Claimant has satisfied the conditions of Paragraph 5, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner and the Construction Manager, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under this Section 7 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However. if the Surety fails to discharge its obligations under this Section 7, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Construction Manager or by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Construction Manager and Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Construction Manager and Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Construction Manager and Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notice on behalf of, or otherwise have obligations under this Bond.

11. Any proceeding, legal or equitable, under the Bond, must be instituted in a court of competent jurisdiction in Connecticut within two years after Claimant ceased providing materials or equipment or services to the Project.

12. Notice to the Surety, Construction Manager, Owner or the Contractor shall be mailed or delivered to the address shown above. Actual receipt of notice by Surety, Construction Manager, Owner or Contractor, however, accomplished, shall be sufficient compliance as of the date received at the address shown above.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITION**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. Included within the definition, Claimant is the Construction Manager to the extent it has furnished labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished. In addition, the Surety shall be obligated to include in the payment of the Bond any interest, costs, or attorney's fees imposed on the Contractor under the provisions CGS 42-158(o) to which act specific reference is made.

15.2 Construction Contract: The agreement between the Construction Manager and the Contractor, identified above, including all Contract Documents and changes thereto.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR(Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title

BENNIE DOVER JACKSON MIDDLE SCHOOL
PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **Bennie Dover Jackson Middle School**, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **Bennie Dover Jackson Middle School** between O&G Industries, Inc., in its capacity as Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

_____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative Date

_____

Telephone number _____

Fax Number _____

E-Mail _____

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

City of New London
181 State Street
New London, CT 06320

and the Construction Manager:
(Name, legal status and address)

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06790

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

Bennie Dover Jackson Middle School Renovations and Additions
36 Waller Street
New London, CT 06320

The Architect:
(Name, legal status and address)

Perkins Eastman Architects DPC
677 Washington Boulevard
Suite 101
Stamford, CT 06901

The Owner's Designated Representative:
(Name, address and other information)

Mr. Chuck Warrington, Director of Project Management
Colliers Project Leaders USA NE, LLC
135 New Road
Madison, CT 06443

The Construction Manager's Designated Representative:
(Name, address and other information)

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

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

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The Architect's Designated Representative:
(Name, address and other information)

Mr. Joseph Costa, Principal
Perkins Eastman Architects DPC
677 Washington Boulevard
Suite 101
Stamford, CT 06901

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services 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 or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document ~~A201™–2007,~~ A201™–2017, modified, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in ~~A201–2007,~~ A201–2017, modified, which document is incorporated herein by reference. The term "Contractor" as used in ~~A201–2007 shall mean the Construction Manager.~~ A201–2017, modified, shall mean the Construction Manager.

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§ 1.4 Contract Time

§ 1.4.1 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion, and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents. The Deadline for Substantial Completion is May 31, 2024. The Deadline for Final Completion is July 31, 2024.

§ 1.4.2 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion, and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents.

§ 1.4.3 The Project is anticipated to be a phased construction project. The Construction Manager shall extend all warranties for phased work to the FINAL substantial completion date of the project. All subcontractors will be responsible for maintaining the systems until the FINAL substantial completion date. All warranties shall commence on the FINAL substantial completion date.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.3.1 The Construction Manager shall review progress drawings and specifications developed by the Architect to provide value analysis of construction materials and systems to the Owner and Architect in an attempt to maximize value within the Construction budget. The Construction Manager shall provide to the Owner written reviews for each phase of design anticipated to be Schematic Design, Design Development and Construction Documents. The Construction Manager shall collaborate with the Owner and Architect to identify bidding packages to be distributed by the Construction Manager as required herein.

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§ 2.1.3.2 The Construction Manager shall assist the Owner and Architect in gaining the necessary approvals and permits required by governmental authorities. The Construction Manager shall attend public hearings, advise the Owner and Architect as appropriate in the securing of approvals and permits and will actively participate in the seeking of necessary approvals and permits for the Project. The Construction Manager shall attend all meetings with the Office of School Construction Grants and Review.

§ 2.1.3.3 Preliminary Project Schedule

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.4.1 Within 30 days of issuance of the Design Development documents by the Architect, the Construction Manager shall develop a preliminary phasing plan and construction schedule for review by the Owner. The phasing plan shall identify phased areas within the building and on the site. The phasing plans shall be tied to the construction schedule. The Construction Manager shall identify phasing challenges to the Owner and present options for resolution of such challenges.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.5.3 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Documentation for any of the design phases determined to exceed the allocated budget shall be modified by the Architect as mutually agreed by the Architect, Construction Manager and Owner to establish a revised design and/or construction scope which is within budget constraints. The Construction Manager and Owner will revise their respective construction cost estimates to incorporate the documented revisions and reconcile the estimates until a mutually agreed design and scope has been reached within the allocated budget.

§ 2.1.5.4 The Construction Manager shall prepare all cost estimates using the Construction Specifications Institute (CSI) 41 Division format for use in reconciling estimates with the Architect's estimator. Upon completion of the Design Development and Contract Document estimate reconciliation process, the Construction Manager shall convert

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the CSI 41 Division estimate to UNIFORMAT Level 3 for use by the owner's representative to submit to the Connecticut Department of Administration Services Office of School Construction Grants and Review.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.6.1 Pre-Qualifications of Bidding Subcontractors and Suppliers
Per Connecticut General Statute 4a-100, subcontractors who bid on trade packages with an estimated value exceeding $500,000 shall be pre-qualified by the Connecticut Department of Administrative Services. The Construction Manager is responsible for ensuring that all bid packages and solicitation for work exceeding $500,000 incorporate the requirements of C.G.S. §4a-100 and general statutes referenced therein. Upon receipt of bids, the Construction Manager, with input from the Owner and the Architect, shall confirm the qualifications of low bidders and validate that they have complete scope. The owner will make the final decision based on recommendations by the Construction Manager and the Architect for the award of trade contracts and material purchases.

§ 2.1.6.2 Bidding Process for Construction Contracts
The Construction Manager with the assistance of the Architect, shall issue bidding documents to the prequalified subcontract bidders, as may be required by Connecticut General Statute §4a-100, and conduct pre-bid conferences with the bidders. Bids will be submitted to the Construction Manager and Owner. The Construction Manager shall solicit approximately five bids for each trade or specialty contractor package. A minimum goal is three bids received for each package. The Construction Manager shall meet with the bidders to review their approach to the work, scope of bid, ability to perform the work and solicit value engineering suggestions. As a result of these meetings, the Construction Manager shall recommend to the Owner that the subcontractor's bid be accepted or rejected for the respective trade packages based on compliance with the bid documents. Prior to recommending the acceptance of any subcontractors bid, the Construction Manager must demonstrate to the Owner and Architect that the scope and price submitted by the bidder is within the parameters of the Control Budget.

§ 2.1.6.3 Rejection of Bids
If the bids of the construction subcontractors are rejected, the Construction Manager shall provide services as listed in Section 2.1.6.1 and 2.1.6.2 to rebid the respective packages.

§ 2.1.6.4 Commission on Human Rights and Opportunities
Per P.A. 15-5, The Construction Manager is responsible for managing the requirements of the Connecticut Commission on Human Rights and Opportunities (CHRO) for local projects that exceed $50,000 of state funding. The Construction Manager shall be responsible for ensuring that all contracts contain set-aside goals for Small Business Enterprises (SBE) in the amount of 25% of the contracts of which 6.25% of those contracts are set aside for Minority Business Enterprises (MBE) as defined by C.G.S. 4a-60.
The Construction Manager will be responsible for coordinating with the CHRO agency to review bid packages that may be subject to full set-aside requirements.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 ~~To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 ~~In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the~~ The estimated Cost of the Work and the Guaranteed Maximum Price shall include a separately identified line item for the Construction Manager's contingency of no more than three percent (3%) for the Construction Manager's use with the Owner's written permission to cover costs which are properly reimbursable as Cost of the Work but not ~~included in a Change Order.~~ the basis for a Change Order. The Construction Manager's contingency (CM Contingency) shall be used to cover costs properly reimbursable under Article 6 (as amended). The CM Contingency is not allocated to any particular line item of the Cost of the Work, and is established for the Construction Manager's use as may be required for costs incurred in the work from unforeseen causes that should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price (GMP) proposal. Such unforeseen causes include, but are not limited to (a) refinement and coordination of details of design (not inclusive of errors and omissions or programmatic change) within the scope of standards, quality and quantities which are reasonably inferred from the Guaranteed Maximum Price documents; (b) labor and material overruns not inclusive of general conditions; (c) additional costs relating to trade contractor defaults, provided any such default is not due to the Owner's actions or failures to act; (d) costs associated with premium time expenses to expedite labor specifically to improve or correct the project schedule or as requested by the local authorities having jurisdiction.

§ 2.2.4.1 Costs incurred as a result of the Construction Manager's or Subcontractor's error or non-compliant work will not be paid by the Owner or from the CM contingency. These costs shall be borne by the Construction Manager or Subcontractor responsible for the error or non-compliant work.

§ 2.2.4.2 Upon final completion of the project, if there are savings within the CM Contingency line item in the GMP, the remaining CM Contingency will be returned 100% to the Owner as a deduct change order.

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§ 2.2.4.3 Subject to the Owner's advance, written approval as set forth below, the Construction Manager may utilize the CM Contingency for any items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager need not seek pre-approval for incurring expense consistent with those items as allowed under Article 6, which have a value of less than $5,000 per individual occurrence. The Construction Manager shall update the CM Contingency account balance on a monthly basis and review it with the Owner for the duration of the Project.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.2.10 The Guaranteed Maximum Price proposal shall include a construction schedule that delineates a critical path of construction activities as described in Section 3.10 of A201-2017, as modified. This GMP schedule will serve as the base schedule when evaluating time extensions during the course of the Project.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 ~~For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.~~The Construction Phase shall commence on the earlier of and subject to the receipt of the applicable Building Permit:

.1 the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or

.2 the Owner's first authorization to the Construction Manager to:

(a) award a subcontract, or

(b) undertake construction Work with the Construction Manager's own forces, or

(c) issue a purchase order for materials or equipment required for the Work.

§ 2.3.1.2 The Construction Manager shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Construction Manager's staff shall be persons agreed upon with the Owner.

§ 2.3.1.3 Such key members of the Construction Manager's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Construction Manager. If a key member is no longer capable of performing in the capacity so agreed, the Owner and the Construction Manager shall agree on a mutually acceptable substitute,

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§ 2.3.1.4 During the performance of the Work, the Construction Manager shall keep a competent superintendent at the Project site, fully authorized to act on behalf of the Construction Manager. Notice from the Owner or the Architect to such superintendent/project manager in connection with defective Work and instructions for performance of the Work shall be considered notice of such issues to the Construction Manager.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. ~~The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of ~~A201–2007,~~ A201–2017, as modified.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and

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Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 The Construction Manager is responsible for the coordination and oversight of all construction activities.

§ 2.3.2.10 The Construction Manager shall maintain supervisory and/or management personnel on site at all times when construction or construction related activities are taking place.

§ 2.3.2.11 The Construction Manager shall create and maintain a detailed construction task schedule which tracks actual construction progress against the schedule established in the preconstruction phase of the Project. The Construction Manager shall communicate the schedule to the construction subcontractors, the Owner and the Architect, and take appropriate steps within the Construction Manager's authority to ensure all parties adhere to the schedule.

§ 2.3.2.12 The Construction Manager shall arrange and conduct a preconstruction conference with the construction subcontractors, the Architect and the Owner to cover the general practices, relationships of the parties, construction site rules, regulations, and procedures and to encourage positive working relationships among all parties.

§ 2.3.2.13 The Construction Manager shall maintain quality control of the construction progress by way of its full time supervision on the site to ensure work is progressing in accordance with construction documents.

§ 2.3.2.14 The Construction Manager shall maintain job site records including all contracts for construction, construction documents, submittals, materials samples, as-built drawings, or other documentation relevant to the construction of the Project.

§ 2.3.2.15 The Construction Manager shall provide an appropriate onsite job office including space to conduct job meetings. The office will be of temporary construction, trailers or portable enclosures to maintain adequate conditions for its field personnel. The office will be equipped with, as a minimum, adequate heating and cooling, lighting and office equipment, telephone, fax, copier and supplies.

§ 2.3.2.16 The Construction Manager shall maintain a construction cost accounting system which provides up to date costs for both actual expenses and anticipated costs. The accounting system must also provide comparisons of these costs to the design and construction control budget.

§ 2.3.2.17 The Construction Manager shall record and prepare proposals for change orders. The proposals for change orders shall be submitted to the Owner and the Architect for review, approval or rejection, and change order preparation by the Architect. A record listing all change orders proposed, rejected and approved shall be maintained by the Construction Manager.

§ 2.3.2.18 The Construction Manager shall be the sole source of all questions from subcontractors and suppliers relating to clarifications of the construction documents and changes to the construction contracts. The Construction Manager shall review all such requests for clarification and/or information from the subcontractors and suppliers, as appropriate, and forward these requests to the Architect for clarification with copy to the Owner.

§ 2.3.2.19 The Construction Manager, in cooperation with the Architect, shall prepare a list of required submittals for the Project at the earliest time possible after commencement of the construction phase. The Construction Manager shall prepare a schedule for each required submittal by each construction subcontractor to expedite and coordinate the receipt, review and ordering of materials within the necessary sequence of the construction.

§ 2.3.2.20 The Construction Manager shall endeavor to minimize or prevent construction activities from negatively affecting the ongoing working environment of the Owner.

§ 2.3.2.21 The Construction Manager shall create and maintain a construction site safety program to ensure all personnel in and around the construction areas are reasonably protected at a minimum to the requirements of the law. The Construction Manager shall monitor the activities of all activity on the site to promote safe and secure conditions.

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§ 2.3.2.22 The Construction Manager shall develop a project close-out program including the assembling for transmittal to the Owner all operations and maintenance manuals, warranties, as-built drawings, approved materials submittals and any other records for delivery to the Owner.

§ 2.3.2.23 The Construction Manager shall arrange for Certificate of Occupancy as required by local jurisdictions.

§ 2.3.2.24 The Construction Manager shall attend or otherwise assist with public meetings, meetings with the Owner's employees or governmental conferences deemed necessary in the execution of the Project.

§ 2.3.2.25 The Construction Manager shall coordinate the start up, testing and training of Owner personnel as required under the construction documents. The Construction Manager shall also cooperate with the Commissioning Agent engaged directly by the Owner and shall manage and coordinate any necessary corrective work discovered during the commissioning process. The Construction Manager shall also arrange for and coordinate any warrantee work until the date one year after the date of substantial completion.

§ 2.3.2.26 The Construction Manager shall clean the construction area in the building and on the site and maintain these areas in an orderly and well-kept condition. All trash resulting from the construction activities, shall be properly and lawfully disposed of by the Construction Manager throughout the duration of the Project.

§ 2.3.2.27 The Construction Manager shall provide final cleaning of all areas prior to their being occupied by the Owner either temporarily or permanently.

§ 2.4 Professional Services

Section 3.12.10 of ~~A201–2007~~ A201–2017, as modified, shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of ~~A201–2007~~ A201–2017, as modified, shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or

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services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of ~~A201–2007,~~ A201–2017, as ~~m~~odified, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™–2014, Standard~~ a Form of Agreement Between Owner and Architect, ~~Construction Manager as Constructor Edition. The Owner shall~~ including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner may provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

designated for the Schematic Design Estimate

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed ~~within ( ) months of the date of~~ by November 30, 2020, ( ) this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

% of the Cost of the Work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall be applied at the agreed rate of % as applied to the trade contractors' work plus applicable general conditions, insurances, and bonding costs associated with the change order.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The Subcontractor's overhead and profit for increase in the cost of its portion of the work shall not exceed 15%. This shall include all sub-tier contractors performing work under the subcontractor.

~~§ 5.1.4 Rental rates for Construction Manager owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.~~

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

At the completion of the Project, if the Total Cost of the Work including the Construction Manager's Fee is less than the Guaranteed Maximum Price as adjusted by Change Orders, the remaining funds shall be deemed to be savings. All of the savings shall inure to the benefit of the Owner.

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§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.2.3 All proposed expenditures against allowances within the Guaranteed Maximum Price shall be reviewed with the Architect and Owner for approval prior to inclusion within any Application for Payment. The use of allowances within the Guaranteed Maximum Price for other than the specific purpose listed in the Guaranteed Maximum Price will not be permitted without specific approval from the Owner.

§ 5.3 Changes in the Work

§ 5.3.1 ~~The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.~~ Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Section 7.3.3 of A201–2017, as modified. In the event of the parties' failure to agree upon a Guaranteed Maximum Price, this Agreement shall terminate in accordance with Paragraph 10.2.3.

§ 5.3.1.1 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's fee for the proposed change order shall be at the same rate as that established in Section 5.2.1 of this Agreement.

§ 5.3.1.2 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's general conditions costs shall be from actual costs for the added general conditions items. Therefore, added costs for supervision will only be included if the change order includes an increase in contract time or acceleration of the Work.

§ 5.3.1.3 In calculating costs of proposed change orders by the Construction Manager, only the CM fee and general conditions shall be included as the Construction Manager's mark-up on those costs for the change order work as defined in Section 6.1 of this Agreement.

§ 5.3.1.4 In determining changes in Contract Time in proposed change orders submitted by the Construction Manager, additional Contract Time shall be determined to be an increase in time to complete the Project caused by the Work or circumstances described in the change order. Additional Contract Time will not be considered unless the Construction Manager provides documentation to the Architect and Owner that the circumstances described in the proposed change order has affected and lengthened the critical path schedule submitted with the Guaranteed Maximum Price proposal. If the proposed change order does not affect the critical path shown in the GMP base schedule, the Construction Manager's request for additional Contract Time will be rejected.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document ~~A201–2007,~~ A201–2017, modified, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document ~~A201–2007~~ A201–2017, as modified, and the term "costs" as used in Section 7.3.7 of AIA Document ~~A201–2007~~ A201–2017, as modified, shall have the meanings assigned to them in AIA Document ~~A201–2007~~ A201–2017, as modified, and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document ~~A201–2007~~ A201–2017, as modified, shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

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§ 5.3.5 If no specific provision is made in ~~Section 5.1.2~~ Article 5 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of ~~Section 5.1.2~~ Article 5 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in ~~Sections 6.1 through 6.7.~~Article 6 or as may be otherwise stipulated in the amendment to this Agreement.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops.~~workshops, per rates set forth in prevailing wage rates schedule for the Project, if applicable.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work.~~Work, as approved, in writing, by the Owner in advance.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.2.6 No labor costs shall be reimbursed to the Construction Manager for Construction Manager's own personnel unless specifically authorized in writing by the Owner in advance.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 ~~Rental~~ Reasonable rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work.~~Work as approved by the Owner, in writing in advance, other than to and from the Project site or Construction Manger's office.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and Performance and Payment bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is ~~liable.~~liable, if applicable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document ~~A201–2007~~ A201–2017, as modified, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document ~~A201–2007~~ A201–2017, as modified, or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, and other than those between Construction Manager and its subcontractors, suppliers, and/or consultants, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. All legal issues should be immediately brought to the Owner's attention.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.10 The cost of document printing for large quantities such as bid specifications and bid drawings.

§ 6.6.11 Costs associated with out of town travel except to or from project site or the Construction Manager's office.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document ~~A201–2007~~A201–2017, as modified.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by ~~negligence or failure to fulfill a specific responsibility of~~ the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Notwithstanding anything to the contrary herein, in no event shall the Cost of the Work include the costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document ~~A201–2007~~A201–2017, as modified, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site ~~office~~;office (including, without limitation, in house computer costs and other costs of doing business, services and related expenses to maintain such offices);

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase.

.9 Costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 6.8.2 Except as otherwise provided in this Agreement, costs due to the fault, negligence, or failure to fulfill a specific responsibility to the Owner as set forth in this Agreement of the Construction Manager, Subcontractors, anyone directly contracted by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment

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incorrectly ordered or supplied, and repairing damage to property not forming part of the Work. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 6.8.3 Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives by the Construction Manager or any Subcontractor.

§ 6.8.4 Cost of Work authorized or performed by the CM as described in Sections 6.8.1.1 through 6.8.1.9, not authorized in advance by the Owner, will not be reimbursed unless such work is within the approved GMP.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 6.11.1 All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis shall have the same obligations to retain records and permit audits as required of the Construction Manager.

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§ 6.11.2 If requested by the Owner, the Construction Manager shall promptly, within 30 days, deliver to the Owner copies of all correspondence, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents relating to the Project, in a form acceptable to the Owner.

§ 6.11.3 Without limitation of the foregoing, the Owner shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's books and records in connection with the Work at the Construction Manager's offices. The Construction Manager shall facilitate any such audit by making necessary facilities available to the Owner and its representatives.

§ 6.11.4 If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, including, without limitation, any untimely request for payment as described in Paragraph 13.3, the Construction Manager shall pay the Owner upon demand, when the overage is in excess of 0.25% of the Work, all the overcharged amount. The requirements of this Paragraph 6.11.4 shall not apply to any portion of an overcharge which is the subject of a good faith dispute between the Owner and the Construction Manager.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an~~ Based on the billings from subcontractors, vendors, and Construction Manager received by the 30th of the month, the Construction Manager will submit an Application for Payment to the Owner and Architect by the 1st day of the following month. Each Application will include all supporting documentation as required by this Contract. The Owner and Architect will complete their review and the Construction Manager will make changes (if required) by the 5th day of the month. The Owner shall make payment to the Construction Manager by forty-five (45) days following the date the Architect approved Application for Payment is received by the ~~Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~ Owner. Construction Manager shall make payments to subcontractors and vendors within five (5) business days of receipt of payment from the Owner. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of interest in subparagraph 4.2.2 from and after the date when interest begins to accrue.

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document ~~A201–2007~~;A201–2017, as modified;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 ~~Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;~~

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007~~.A201–2017, as modified.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.1.11 The payment or partial payment of any Application for Payment by the Owner, including the final Application for Payment shall not constitute approval or acceptance of any Work or cost in such Application.

§ 7.1.12 Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment for disputed portions of the Work to Construction Manager if any one or more of the following conditions exist:

.1 defective Work not remedied;

.2 reasonable evidence that the Work will not be completed within the Contract Time and/or established milestone dates and that the unpaid balance would not be adequate to cover actual or the anticipated delay;

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.3 reasonable evidence that the Work will not be completed for the unpaid balance of the Guaranteed Maximum Price;

.4 failure to carry out the Work in accordance with the Contract Documents;

.5 reasonable evidence that Construction Manager has failed to pay subcontractors and/or suppliers; or

.6 Construction Manager becomes insolvent or files for bankruptcy.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document ~~A201–2007,~~ A201–2017, as modified, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document ~~A201–2007.~~A201–2017, as modified. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document ~~A201–2007.~~ A201–20177, as modified. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of ~~A201–2007.~~ A201–2017, as modified. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document ~~A201–2007.~~A201–2017, as modified.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA ~~Document A201–2007.~~)Document A201–2017, as modified.)

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Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

§ 8.1 Intentionally Omitted

§ 8.2 Performance Bond and Payment Bond

§ 8.2.1 The Construction Manager shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 8.2.2 The Construction Manager shall deliver the required bonds to the Owner within seven (7) calendar days of the executed GMP amendment. The Construction Manager shall provide bonds within seven (7) calendar days for bid packages that are approved by the Owner, which constitutes approval by the New London City Council, prior to the executed GMP amendment.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of ~~A201–2007.~~A201–2017, as modified. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document ~~A201–2007,~~ A201–2017, as modified, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document ~~A201–2007~~A201–2017, as modified

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The ~~Architect~~ Owner will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document ~~A201–2007~~ A201–2017, as modified, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of ~~A201–2007.~~A201–2017, as modified.

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§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document ~~A201–2007,~~ A201–2017, as modified.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of ~~A201–2007~~ A201–2017, as modified, shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of ~~A201–2007~~ A201–2017, as modified, shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201–2007,~~ A201–2017, as modified. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document ~~A201–2007,~~ A201–2017, as modified, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in ~~A201–2007~~ A201–2017, as modified.

§ 11.2 Ownership and Use of Documents

Section 1.5 of ~~A201–2007~~ A201–2017, as modified, shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of ~~A201–2007~~ A201–2017, as modified, shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of ~~A201–2007,~~ A201–2017, as amended, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 Liquidated Damages

Liquidated damages for failure to complete the construction as defined in the General Conditions will be assessed to the Construction Manager for each calendar day after the date for Substantial Completion identified in Paragraph 1.3 until Substantial Completion is actually achieved.

§ 11.5.2 If the Construction Manager fails to achieve Substantial Completion of the work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first calendar day following the expiration of the Contract Time set forth above, and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. Liquidated damages shall be in the amount of five thousand dollars ($5,000) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner, at the demand of Owner, together with interest from the date of the demand.

§ 11.5.3 Other Conditions and Services

§ 11.5.3.1 Within seven (7) days of execution of any Amendment to this Agreement, Contractor shall provide Owner with a list of the names and addresses of any entity or individual who or which have been engaged or will be engaged as a subcontractor or supplier directly to the Contractor on the Project, as well as identifying the type of materials, service, equipment or labor to be supplied by them. Contractor shall provide the Owner with the names and addresses of any additional subcontractors or suppliers involved in the Work, along with the requested information, within five (5) days of directly engaging same. Failure to submit such information to the Owner shall serve as a basis for withholding payment to the Contractor. Contractor shall likewise require each of its subcontractors to provide it with similar information from its lower tier subcontractors and suppliers as a pre-condition to payment.

§ 11.5.3.2 In addition to other required items, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner and in compliance with applicable laws in the state in which the Project is located:

.1 A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has contracted, the amount of each such contract, the amount requested for the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from Contractor

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establishing receipt of payment or satisfaction of the payment requested in the current Application for Payment.

.2 Commencing with the second Application for Payment submitted by Contractor, duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities or disbursed prior to submittal by Contractor of the current Application for Payment. Waivers shall be in accordance with the provisions stipulated in the AIA Document A201-2017, as modified, General Conditions of the Contract for Construction Article 9.

.3 Such other information or documentation as the Owner or Architect may reasonably require to verify payment or performance.

§ 11.5.3.3 In connection with Contractor's Final Application for Payment, Contractor shall provide a notarized Final Waiver of Liens as provided by the Owner. Contractor shall also submit the following, or similar documentation, with respect to amounts paid and/or owed by the Contractor to its Subcontractors, suppliers or any other entity with whom the Contractor has contracted for the Project: (1) AIA Form G706-Affidavit of Payment of Debts; (2) AIA Form G706A – Affidavit of Release of Liens; (3) unconditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have already been paid by the Contractor and its Subcontractors for their work, materials and/or equipment provided to the Project; and (4) conditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have not yet been fully paid by the Contractor or Subcontractor for their work, materials and/or equipment provided to the Project. The Contractor further agrees that final payment from the Owner to the Contractor or portions thereof, may be distributed by the Owner in the form of joint checks to satisfy the final payment amounts owed by Contractor to some or all of its Subcontractors, suppliers or others with whom the Contractor has contracted on the Project, or the Contractor shall provide other assurance, in a form satisfactory to the Owner, that upon release of final payment to the Contractor, all of these debts will be promptly and fully paid. The Contractor shall acknowledge, in writing, full and final payment upon the release of all remaining funds (whether paid directly to Contractor or, in whole or in part, by joint checks) and shall obtain unconditional Final Waivers from all Subcontractors, suppliers and others as those funds are promptly distributed.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, modified, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document ~~A201–2007,~~ A201–2017, modified, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

1. Request for Qualification #2019-16 issued on February 19, 2019 and addenda thereto
2. Request for Proposal 2019-16 issued March 25, 2019 and addenda thereto
3. O&G Industries, Inc. Qualification Package submitted in response to the Request for Qualifications #2019-16 and addenda thereto
4. O&G Industries, Inc. proposal submitted on March 11, 2019 including separate fee proposal

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 00 53 00 – PROJECT LABOR AGREEMENT

1. Enclosed with this section is the Project Labor Agreement.

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

BETWEEN

O&G INDUSTRIES, INC.

Construction Manager

AND

NORWICH-NEW LONDON BUILDING TRADES COUNCIL

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PROJECT LABOR AGREEMENT
PREAMBLE

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2019, by and among O&G Industries, Inc., (hereinafter referred to as the "Construction Manager"), acting in its role as the program management representative of the City of New London School Building Committee (hereinafter referred to as the "Owner"), the Norwich-New London Building Trades Council (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the City of New London School Building Committee for the Bennie Dover Jackson Middle School (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical and material to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the City of New London that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Construction Manager when it performs construction work within the scope of this Agreement. Where specific reference to O&G Industries, Inc., alone, is intended, the term "Construction Manager" is used.

The Council, the Unions, the Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other Collective Bargaining Agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I
PURPOSE

The timely and successful completion of the Project is of importance to the New London School Building Committee, the City of New London, and all the people of New London. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the New London Public Schools during construction. The timely and successful completion of the Project is of importance to the City of New London and to the people of Connecticut. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II
SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2(a) The Owner and/or Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

SECTION 2(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3(a) Incorporated into this Agreement are the following Local Collective Bargaining Agreements ("Schedule A's"): Standard Agreement of the Operating Engineers, Local 478; Carpenters Local 24 and AGC of Connecticut Building Agreement; Construction Agreement of Teamsters Local Union 493; Connecticut Laborers' District Council (Local 547) and AGC of Connecticut; Bricklayers & Allied Craftsmen Local 1, International Union of Bricklayers and AGC of Connecticut; International Union of Painters and Allied Trades ("IUPAT"), District Council No. 11, Working Agreement; I.B.E.W. Local 90 and New London Division, Connecticut Chapter, N.E.C.A.; Plumbers & Pipefitters Local No. 777 and Mechanical Contractors Association of Connecticut; Ironworkers Local 424 and AGC of Connecticut; Sheet Metal Workers I.A. Local 40 and the Sheet Metal and Roofing Subcontractors of Connecticut; Roofers' Local 15 and Roofing Subcontractors Association of New London County; International Brotherhood of Boilermaker Employers; Sprinkler Fitters, Local 669; and Glaziers' Local 1274 (IUPAT District Council 11) (which are attached hereto as Schedule A's). The provisions of this Project Labor Agreement (including the attached Schedule A's) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict

or differ from the terms of this Agreement. Where a subject covered by the provisions of one of the Schedule A's and not covered by the Project Labor Agreement, the Schedule A's provisions shall apply.

SECTION 3(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Harvey Shrage or Mark Grossman, who shall act as arbitrators on a rotating basis beginning with Harvey Shrage. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-containing, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work, as is directed by the Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

a) Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

b) Equipment/ machinery owned or controlled and operated by the Owner.

c) Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.

d) All employees of the City of New London, Construction Manager or Contractors not performing manual labor.

e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Owner, or its Contractors (for work which is not part of the Project).

f) Off-site maintenance on leased equipment and on-site supervision of such work.

g) Off-site warranty functions and warranty work, and on-site supervision of such work.

h) Laboratory or specialty testing or inspections not ordinarily done by the crafts.

i) The Unions will not claim jurisdiction over the provision of temporary utilities nor will the use of temporary heat and power from any source require standby personnel unless assigned by the Contractor.

j) Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).

k) All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."

l) Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

SECTION 8 None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Construction Manager or Contractor and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when the Construction Manager or Contractor are directed by the Owner to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III
UNION RECOGNITION AND REFERRAL

SECTION 1 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

SECTION 2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

(i) Such referral system shall provide a Community participation preference on the Project in order to achieve a goal of fifteen percent residents of the Greater New London area.

(ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.

(iii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.

(iv) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

SECTION 4 For a Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include such system in the appropriate Schedule A, and it shall be used exclusively by the contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-

membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5 In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

SECTION 9 The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10 The Unions and the Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Sub-contractor or Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

ARTICLE IV
UNION SECURITY

All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8^{th}) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

ARTICLE V
UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2 Stewards

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

ARTICLE VI
HELMETS TO HARDHATS

SECTION 1 The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2 The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII
MANAGEMENT RIGHTS

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of

employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII
WORK STOPPAGES AND LOCKOUTS

SECTION 1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article. It shall not be a violation of this Article for the Union, after forty-eight hours' notice to the Construction Manager to direct the employees of a contractor to engage in a work stoppage where such contractor has refused to pay the wages and/or fringe benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the Construction Manager may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article, above, is alleged:

(a) A party invoking this procedure shall notify Harvey Shrage or Mark Grossman, the parties agree shall act as the permanent arbitrators on a rotating basis under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article, above, has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or fax and by certified mail, return receipt requested, upon issuance.

(e) Such Award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in the hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or be delivered to their last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its

right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX
DISPUTES AND GRIEVANCES

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and employees collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes

settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the Construction Manager.

(b) Should the Union(s) or Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2 The Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

Step 3(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrators Harvey Shrage or Mark Grossman, pre-selected by the parties to this Agreement, on a rotating basis (starting with Harvey Shrage). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement.

SECTION 4 No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of an applicable Schedule A shall be handled in accordance with the grievance procedure in the Schedule A or, if none exists, in accordance with this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X
PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date. A well-planned conference with Labor and Management can result in substantial cost savings.

ARTICLE XI
JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, slowdowns, or other disruptive activities arising out of any jurisdictional disputes. The procedures set forth in this Article may be invoked prior to the commencement of the work in dispute. The work shall commence and/or continue uninterrupted as assigned by the Contractor until a decision of the Hearing Panel pursuant to this Article. The decision of the Hearing Panel shall be implemented immediately.

To facilitate expeditious processing of jurisdictional disputes, the Construction Manager, Contractors, Subcontractors and the Unions hereby agree to be bound by the following procedure:

SECTION 1 Within 24 hours and upon written notice to the Construction Manager that a dispute exists outlining the work in dispute and the crafts involved, the Construction Manager shall notify the Council of said dispute.

SECTION 2 Within 48 hours of such notice, a panel of five members will conduct a hearing and receive evidence regarding the work involved in the dispute. This Hearing Panel will consist of one (1) representative of the Construction Manager and four (4) regular members and two (2) alternates elected by the members of the Council at its regular meeting following the execution of this Agreement.

SECTION 3 No Council member shall serve on a Hearing Panel where his union has an interest in the work involved in the dispute. The parties in interest at the hearing will be the Unions involved in the dispute and the involved Contractor. During the hearing, the parties will be permitted to submit any evidence they deem appropriate to assist the Hearing Panel in rendering its decision.

SECTION 4 The decision of the Hearing Panel must be rendered within 24 hours of the completion of the hearing on the basis of industry practices under the relevant Schedule A's within this geographical area. Should the panel decision be that an incorrect assignment has been made, that decision shall be implemented immediately.

SECTION 5 In making any determinations hereunder, there shall be no authority for the Hearing Panel to assign work to a double crew (that is, to more employees than the minimum required to perform the work involved) nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment of composite crews where more than one (1) employee is needed for the job.

SECTION 6 Any award or resolution made pursuant to this Section shall be confirmed in writing and be final and binding on the disputing Unions and the involved Contractor or an affected subcontractor while performing work on this Project only. The award or resolution may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work or projects not covered by this Agreement.

ARTICLE XII
WAGES AND BENEFITS

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to a Schedule A as described in Article XXIV, hereof, which shall, at a minimum, be the prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIV. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

SECTION 4 Upon written notice from the Union to the Construction Manager that a subcontractor is arrears on payments of fringe benefits for work performed on this Project, the Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund. Upon receipt of any such joint check, the involved fringe benefit fund agrees to execute the Construction Manager's partial lien waiver and release. This Section is not intended to create, enhance or diminish any rights in favor of any Contractor or any Benefit Fund against the Construction Manager for unpaid contributions to any Fund.

ARTICLE XIII
HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1 Work Week and Work Day. The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of 7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at its own discretion, may establish a standard work week consisting of four ten-hour days between 6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive. The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight

time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 Overtime pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour-per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10-hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the Construction Manager considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 Shifts may be established when considered necessary by the Contractor.

a) Shift hours and rates will be as follows:
   - First Shift: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.
   - Second Shift: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.
   - Third Shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.

b) Shifts shall be established and continue for a minimum of five consecutive workdays.

c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5 Holidays. Recognized holidays on this Project shall be those set forth below:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 Reporting Pay. Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7 Meal Period. The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV
CLEAN UP

All trades will clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV
ELEVATORS

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

ARTICLE XVI
TELCOM / AV / SECURITY WORK

All base-building wiring to terminal and/or connection point for any data, telephone, soundsmasking, security, technological, and/or audio visual equipment shall be included in the scope of work of this agreement; The TELCOM / AV / Security work that is specifically excluded from the scope of this project / PLA is as follows:

a) Labor/material to make cross connections/testing which is limited to final device/equipment hookups (equipment furnished by owner).
b) Furnish and Install Wireless Access Points (WAPs) and programming of point to point connections.
c) Security devices, including cameras, motion detectors, door contacts, sensors, card readers, testing, programming, final device / equipment install and hookups.
d) Furnish and Install all TV's, projectors / mounts.
e) Furnish and Install all AV equipment, as part of FF&E, including testing, cross connections, final device / equipment hookups, projectors, smartboards, receptacles and outlets.

ARTICLE XVII
APPRENTICES

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in New London, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor or Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIX
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

SECTION 1 The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Construction Manager and/or Contractor.

SECTION 2 The parties recognize the right of the Construction Manager to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding and/or constructing of work on the Project. Notwithstanding such action by the State, the Owner, or such Court Order or statutory provision, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

ARTICLE XX
BACKGROUND CHECK OF WORKERS

Since students will be occupying the school during the Project, the Contractor shall be required to conform with the City of New London's criminal record background check policy and procedures. These policies/procedures shall require that each Contractor provide to the Construction Manager and the City of New London evidence that a background check has been performed for each of their employees that will either perform work or who may visit the Project site. These background checks shall include both State and Federal review and the results of all such checks shall be reported to the City of New London for review. The City of New London, at its sole discretion, will determine whether or not the Contractor's employee will be allowed to work and/or visit this Project based on the findings from these background checks. The decisions made by the City of New London will not alleviate the requirements of the Contractor to provide an adequate workforce for the project.

ARTICLE XXI
NO DISCRIMINATION

SECTION 1 The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXII
WORKING CONDITIONS

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided

in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXIII
SAVINGS AND SEPARABILITY

SECTION 1 It is not the intention of any party to this Agreement to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any Court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred as provided for in said Article VIII.

ARTICLE XXIV
DURATION OF THE AGREEMENT

Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.

Except as provided in Article XII, hereof, Schedule A's attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A's notify the Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Harvey Shrage or Mark Grossman who shall act as arbitrators on a rotating basis beginning with Grossman.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2019.

FOR THE NORWICH-NEW LONDON BUILDING TRADES COUNCIL

_____ _____
Keith Brothers, President Date

O&G INDUSTRIES, INC.

By: _____ _____
Date

Title: _____

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **Bennie Dover Jackson Middle School**, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **Bennie Dover Jackson Middle School** between O&G Industries, Inc., in its capacity as Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Telephone number _____

Fax Number _____

E-Mail _____

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

BETWEEN

O&G INDUSTRIES, INC.

Construction Manager

AND

NORWICH-NEW LONDON BUILDING TRADES COUNCIL

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PROJECT LABOR AGREEMENT
PREAMBLE

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2019, by and among O&G Industries, Inc., (hereinafter referred to as the "Construction Manager"), acting in its role as the program management representative of the City of New London School Building Committee (hereinafter referred to as the "Owner"), the Norwich-New London Building Trades Council (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the City of New London School Building Committee for the Bennie Dover Jackson Middle School (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical and material to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the City of New London that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Construction Manager when it performs construction work within the scope of this Agreement. Where specific reference to O&G Industries, Inc., alone, is intended, the term "Construction Manager" is used.

The Council, the Unions, the Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other Collective Bargaining Agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I
PURPOSE

The timely and successful completion of the Project is of importance to the New London School Building Committee, the City of New London, and all the people of New London. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the New London Public Schools during construction. The timely and successful completion of the Project is of importance to the City of New London and to the people of Connecticut. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II
SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2(a) The Owner and/or Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

SECTION 2(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3(a) Incorporated into this Agreement are the following Local Collective Bargaining Agreements ("Schedule A's"): Standard Agreement of the Operating Engineers, Local 478; Carpenters Local 24 and AGC of Connecticut Building Agreement; Construction Agreement of Teamsters Local Union 493; Connecticut Laborers' District Council (Local 547) and AGC of Connecticut; Bricklayers & Allied Craftsmen Local 1, International Union of Bricklayers and AGC of Connecticut; International Union of Painters and Allied Trades ("IUPAT"), District Council No. 11, Working Agreement; I.B.E.W. Local 90 and New London Division, Connecticut Chapter, N.E.C.A.; Plumbers & Pipefitters Local No. 777 and Mechanical Contractors Association of Connecticut; Ironworkers Local 424 and AGC of Connecticut; Sheet Metal Workers I.A. Local 40 and the Sheet Metal and Roofing Subcontractors of Connecticut; Roofers' Local 15 and Roofing Subcontractors Association of New London County; International Brotherhood of Boilermaker Employers; Sprinkler Fitters, Local 669; and Glaziers' Local 1274 (IUPAT District Council 11) (which are attached hereto as Schedule A's). The provisions of this Project Labor Agreement (including the attached Schedule A's) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict

or differ from the terms of this Agreement. Where a subject covered by the provisions of one of the Schedule A's and not covered by the Project Labor Agreement, the Schedule A's provisions shall apply.

SECTION 3(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Harvey Shrage or Mark Grossman, who shall act as arbitrators on a rotating basis beginning with Harvey Shrage. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-containing, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work, as is directed by the Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

a) Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

b) Equipment/ machinery owned or controlled and operated by the Owner.

c) Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.

d) All employees of the City of New London, Construction Manager or Contractors not performing manual labor.

e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Owner, or its Contractors (for work which is not part of the Project).

f) Off-site maintenance on leased equipment and on-site supervision of such work.

g) Off-site warranty functions and warranty work, and on-site supervision of such work.

h) Laboratory or specialty testing or inspections not ordinarily done by the crafts.

i) The Unions will not claim jurisdiction over the provision of temporary utilities nor will the use of temporary heat and power from any source require standby personnel unless assigned by the Contractor.

j) Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).

k) All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."

l) Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

SECTION 8 None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Construction Manager or Contractor and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when the Construction Manager or Contractor are directed by the Owner to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III
UNION RECOGNITION AND REFERRAL

SECTION 1 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

SECTION 2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

(i) Such referral system shall provide a Community participation preference on the Project in order to achieve a goal of fifteen percent residents of the Greater New London area.

(ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.

(iii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.

(iv) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

SECTION 4 For a Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include such system in the appropriate Schedule A, and it shall be used exclusively by the contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-

membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5 In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

SECTION 9 The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10 The Unions and the Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Sub-contractor or Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

ARTICLE IV
UNION SECURITY

All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8^{th}) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

ARTICLE V
UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2 Stewards

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

ARTICLE VI
HELMETS TO HARDHATS

SECTION 1 The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2 The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII
MANAGEMENT RIGHTS

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of

employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII
WORK STOPPAGES AND LOCKOUTS

SECTION 1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article. It shall not be a violation of this Article for the Union, after forty-eight hours' notice to the Construction Manager to direct the employees of a contractor to engage in a work stoppage where such contractor has refused to pay the wages and/or fringe benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the Construction Manager may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article, above, is alleged:

(a) A party invoking this procedure shall notify Harvey Shrage or Mark Grossman, the parties agree shall act as the permanent arbitrators on a rotating basis under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article, above, has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or fax and by certified mail, return receipt requested, upon issuance.

(e) Such Award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in the hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or be delivered to their last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its

right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX
DISPUTES AND GRIEVANCES

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and employees collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes

settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the Construction Manager.

(b) Should the Union(s) or Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2 The Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

Step 3(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrators Harvey Shrage or Mark Grossman, pre-selected by the parties to this Agreement, on a rotating basis (starting with Harvey Shrage). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement.

SECTION 4 No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of an applicable Schedule A shall be handled in accordance with the grievance procedure in the Schedule A or, if none exists, in accordance with this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X
PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date. A well-planned conference with Labor and Management can result in substantial cost savings.

ARTICLE XI
JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, slowdowns, or other disruptive activities arising out of any jurisdictional disputes. The procedures set forth in this Article may be invoked prior to the commencement of the work in dispute. The work shall commence and/or continue uninterrupted as assigned by the Contractor until a decision of the Hearing Panel pursuant to this Article. The decision of the Hearing Panel shall be implemented immediately.

To facilitate expeditious processing of jurisdictional disputes, the Construction Manager, Contractors, Subcontractors and the Unions hereby agree to be bound by the following procedure:

SECTION 1 Within 24 hours and upon written notice to the Construction Manager that a dispute exists outlining the work in dispute and the crafts involved, the Construction Manager shall notify the Council of said dispute.

SECTION 2 Within 48 hours of such notice, a panel of five members will conduct a hearing and receive evidence regarding the work involved in the dispute. This Hearing Panel will consist of one (1) representative of the Construction Manager and four (4) regular members and two (2) alternates elected by the members of the Council at its regular meeting following the execution of this Agreement.

SECTION 3 No Council member shall serve on a Hearing Panel where his union has an interest in the work involved in the dispute. The parties in interest at the hearing will be the Unions involved in the dispute and the involved Contractor. During the hearing, the parties will be permitted to submit any evidence they deem appropriate to assist the Hearing Panel in rendering its decision.

SECTION 4 The decision of the Hearing Panel must be rendered within 24 hours of the completion of the hearing on the basis of industry practices under the relevant Schedule A's within this geographical area. Should the panel decision be that an incorrect assignment has been made, that decision shall be implemented immediately.

SECTION 5 In making any determinations hereunder, there shall be no authority for the Hearing Panel to assign work to a double crew (that is, to more employees than the minimum required to perform the work involved) nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment of composite crews where more than one (1) employee is needed for the job.

SECTION 6 Any award or resolution made pursuant to this Section shall be confirmed in writing and be final and binding on the disputing Unions and the involved Contractor or an affected subcontractor while performing work on this Project only. The award or resolution may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work or projects not covered by this Agreement.

ARTICLE XII
WAGES AND BENEFITS

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to a Schedule A as described in Article XXIV, hereof, which shall, at a minimum, be the prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIV. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

SECTION 4 Upon written notice from the Union to the Construction Manager that a subcontractor is arrears on payments of fringe benefits for work performed on this Project, the Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund. Upon receipt of any such joint check, the involved fringe benefit fund agrees to execute the Construction Manager's partial lien waiver and release. This Section is not intended to create, enhance or diminish any rights in favor of any Contractor or any Benefit Fund against the Construction Manager for unpaid contributions to any Fund.

ARTICLE XIII
HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1 Work Week and Work Day. The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of 7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at its own discretion, may establish a standard work week consisting of four ten-hour days between 6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive. The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight

time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 Overtime pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour-per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10-hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the Construction Manager considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 Shifts may be established when considered necessary by the Contractor.

a) Shift hours and rates will be as follows:
   - First Shift: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.
   - Second Shift: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.
   - Third Shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.

b) Shifts shall be established and continue for a minimum of five consecutive workdays.

c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5 Holidays. Recognized holidays on this Project shall be those set forth below:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 Reporting Pay. Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7 Meal Period. The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV
CLEAN UP

All trades will clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV
ELEVATORS

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

ARTICLE XVI
TELCOM / AV / SECURITY WORK

All base-building wiring to terminal and/or connection point for any data, telephone, soundsmasking, security, technological, and/or audio visual equipment shall be included in the scope of work of this agreement; The TELCOM / AV / Security work that is specifically excluded from the scope of this project / PLA is as follows:

a) Labor/material to make cross connections/testing which is limited to final device/equipment hookups (equipment furnished by owner).
b) Furnish and Install Wireless Access Points (WAPs) and programming of point to point connections.
c) Security devices, including cameras, motion detectors, door contacts, sensors, card readers, testing, programming, final device / equipment install and hookups.
d) Furnish and Install all TV's, projectors / mounts.
e) Furnish and Install all AV equipment, as part of FF&E, including testing, cross connections, final device / equipment hookups, projectors, smartboards, receptacles and outlets.

ARTICLE XVII
APPRENTICES

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in New London, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor or Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIX
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

SECTION 1 The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Construction Manager and/or Contractor.

SECTION 2 The parties recognize the right of the Construction Manager to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding and/or constructing of work on the Project. Notwithstanding such action by the State, the Owner, or such Court Order or statutory provision, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

ARTICLE XX
BACKGROUND CHECK OF WORKERS

Since students will be occupying the school during the Project, the Contractor shall be required to conform with the City of New London's criminal record background check policy and procedures. These policies/procedures shall require that each Contractor provide to the Construction Manager and the City of New London evidence that a background check has been performed for each of their employees that will either perform work or who may visit the Project site. These background checks shall include both State and Federal review and the results of all such checks shall be reported to the City of New London for review. The City of New London, at its sole discretion, will determine whether or not the Contractor's employee will be allowed to work and/or visit this Project based on the findings from these background checks. The decisions made by the City of New London will not alleviate the requirements of the Contractor to provide an adequate workforce for the project.

ARTICLE XXI
NO DISCRIMINATION

SECTION 1 The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXII
WORKING CONDITIONS

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided

in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXIII
SAVINGS AND SEPARABILITY

SECTION 1 It is not the intention of any party to this Agreement to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any Court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred as provided for in said Article VIII.

ARTICLE XXIV
DURATION OF THE AGREEMENT

Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.

Except as provided in Article XII, hereof, Schedule A's attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A's notify the Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Harvey Shrage or Mark Grossman who shall act as arbitrators on a rotating basis beginning with Grossman.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2019.

FOR THE NORWICH-NEW LONDON BUILDING TRADES COUNCIL

_____ _____
Keith Brothers, President Date

O&G INDUSTRIES, INC.

By: _____ _____
Date

Title: _____

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **Bennie Dover Jackson Middle School,** acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **Bennie Dover Jackson Middle School** between O&G Industries, Inc., in its capacity as Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Telephone number _____

Fax Number _____

E-Mail _____

SECTION 00 61 13 - PERFORMANCE AND PAYMENT BONDS

1. GENERAL

A. Prior to the Construction Manager signing the contract agreement, he will require the trade contractor(s) to furnish separate performance and payment bonds covering the faithful performance of the trade contract agreement.

The performance bond and the payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

B. The Performance Bond and the Labor and Material Bond (Payment Bond) shall each be on the forms enclosed in this section.

The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.

Provide three (3) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.

C. The Contractor(s) shall include in his proposal amount the total premiums for the performance and payment bonds.

D. The Bonds will be executed by a Surety Company or Companies with an AM Best Rating of A-VII or better that are authorized to do business in the State of Connecticut and who are acceptable to the Construction Manager. The cost of these Bonds is to be paid for by the contractor and included in his bid.

Performance Bond

CONTRACTOR (a/k/a Trade Contractor): (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address): City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner for the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications. The Surety also waives its right to terminate the bond in the event of bankruptcy by the Contractor.

3. The condition of this obligation is such that if the Contractor promptly and faithfully performs all the covenants and conditions of the Construction Contract on its part including during any warranty and guaranty period, then the obligation under this Bond shall be void.

4. The Surety's obligation under this Bond shall arise after the Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. The Contractor's filing of a petition of bankruptcy, voluntary or involuntary, is an event of default on the bond regardless of whether a formal declaration of Contractor default has been sent:

   4.1 The Construction Manager has notified the Contractor and the Surety by mail postage prepaid at the address shown above that the Construction Manager is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than ten days after the mailing of such notice to discuss the methods of performing the contract.

   4.2 The Construction Manager has declared the Contractor in default for failure to perform its contractual obligations. Such default shall not be declared earlier than fourteen days after the notice referred to in 4.1 has been sent.

4.3 The Construction Manager has agreed to pay the balance of the Contract Price, if any, to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of such contract.

5. Upon the occurrence of the conditions set forth in Paragraph 4, the Surety shall, within twenty (20) days, take one of the following actions:

5.1 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or;

5.2 Arrange for a contract to be prepared for execution by the Construction Manager and the Contractor selected by the Surety with the Construction Manager's concurrence to be secured with performance and payment bonds equivalent to the bonds issued on the Construction Contract and to pay the Construction Manager the amount of damages as described in Paragraph 8 in excess of the balance of the Contract Price incurred by the Construction Manager resulting from the Contractor's default;

6. The Surety may waive its right to perform or obtain a new Contractor and within twenty days of default of the Contractor:

6.1 Tender payment to the Construction Manager for the amount which it may be liable to the Construction Manager for or;

6.2 Deny liability in whole or in part and notify the Construction Manager within said twenty days citing the reasons therefor.

7. If the Surety does not proceed as provided in Paragraph 5 or 6, the Surety shall be deemed in default and the Construction Manager shall be entitled to enforce any remedy available to it. If the Construction Manager refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice, the Construction Manager shall be entitled to enforce any remedy available to the Construction Manager.

8. If the Surety elects to act under Subparagraph 5.1 or 5.2 above, then the responsibilities of the Surety to the Construction Manager shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Construction Manager to the Surety shall not be greater than those of the Construction Manager under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Construction Manager of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and additional legal, design professional and delay costs resulting from the Surety's failure to perform its obligations as set forth in this Bond; and

8.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor to the Construction Manager and the Owner. The cost of Supplemental Forces as provided for in the Construction Contract shall not be in lieu of liquidated damages.

9. The Construction Manager's right, if exercised, under the Construction Contract to supplement the construction forces of the Contractor shall continue post default of the Contractor or until the Surety acts under 5.1, 5.2, 6.1 or 6.2 and the reasonable cost thereof shall be a deduct from the Construction Contract balance.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Connecticut and shall be instituted within the applicable statute of limitations for contract actions after Contractor defaults or within the applicable statutes of limitations for contract actions after the Contractor ceased working or within two years after the Surety refuses or fails to perform its

obligations under this Bond, whichever occurs first.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

12. No right of action shall accrue on this bond to any person or entity other than the Construction Manager, the Owner or their heirs, executives, administrators, successors or assigns. The Construction Manager retains the right of setoff of any obligations of the Contractor to the Construction Manager or to any business entity in which the Construction Manager has a controlling interest.

13. In the event that the surety assumes the contract or obtains a bid or bids for the completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR (Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title:

Payment Bond

CONTRACTOR : (Name & Address):	SURETY (Name, Principal Place of Business, Address and address to which notices are to be sent if different from principal place of business:
OWNER (Name & Address) City of New London 181 State Street New London, CT 06320	CONSTRUCTION MANAGER: O & G Industries, Inc. 112 Wall Street Torrington, CT 06790-5416
CONSTRUCTION CONTRACT Date: Amount: Project:	
Bond: Date: Amount:	

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Construction Manager and the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract hereinbefore referred to which is incorporated herein by reference.

2. No change, extension of time, alteration or addition to terms of the Construction Contract for the work to be performed thereunder or the specification accompanying the same shall in any way affect the obligations assumed under this Bond and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to the specifications.

3. With respect to the Construction Manager and Owner, this obligation shall be null and void if the Contractor:

   3.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   3.2 Defends, indemnifies and holds harmless the Construction Manager and Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract., provided the Construction Manager or Owner has promptly notified the Contractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety and provided there is no Owner default.

4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

5. The Surety shall have no obligation to Claimants under this Bond until:

   5.1 Claimants who are employed by or have a direct contract with the

Contractor have given notice to the Surety, and sent a copy, or notice thereof, to the Construction Manager and Owner stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claims.

5.2 Claimants who do not have a direct contract with the Contractor.

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Construction Manager and the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Construction Manager and the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by Paragraph 5 is given by the Owner or Construction Manager to the Contractor or to the Surety, that is sufficient compliance.

7. When the Claimant has satisfied the conditions of Paragraph 5, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner and the Construction Manager, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under this Section 7 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However. if the Surety fails to discharge its obligations under this Section 7, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Construction Manager or by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Construction Manager and Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Construction Manager and Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Construction Manager and Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make

payments to, give notice on behalf of, or otherwise have obligations under this Bond.

11. Any proceeding, legal or equitable, under the Bond, must be instituted in a court of competent jurisdiction in Connecticut within two years after Claimant ceased providing materials or equipment or services to the Project.

12. Notice to the Surety, Construction Manager, Owner or the Contractor shall be mailed or delivered to the address shown above. Actual receipt of notice by Surety, Construction Manager, Owner or Contractor, however, accomplished, shall be sufficient compliance as of the date received at the address shown above.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITION**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. Included within the definition, Claimant is the Construction Manager to the extent it has furnished labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished. In addition, the Surety shall be obligated to include in the payment of the Bond any interest, costs, or attorney's fees imposed on the Contractor under the provisions CGS 42-158(o) to which act specific reference is made.

15.2 Construction Contract: The agreement between the Construction Manager and the Contractor, identified above, including all Contract Documents and changes thereto.

In witness whereof the Contractor and Surety have executed this Bond on _____, 20 .

CONTRACTOR (Corporate Seal if applicable)	SURETY (Corporate Seal) Company:
Signature:_____ Name and Title:	Signature:_____ Name and Title:

Project: BENNIE DOVER JACKSON MIDDLE SCHOOL
ALTERATIONS AND EXPANSIONS
Location: NEW LONDON, CONNECTICUT

BIDDER RFI FORM

RFI# ☐

CM RFI# ☐

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06790
Phone: 860-489-9261
Fax: 860-626-6447

BIDDER REQUEST FOR INFORMATION

TO: O&G Industries
112 Wall Street
Torrington, CT 06790
Phone 860-626-6418
Email lorelpurcell@ogind.com
Attention: Lorel Purcell
Preconstruction Manager

From: _____

Request Date: _____
Response Required By: _____

Trade: _____

Reference: Drawing number : _____ Detail: _____ Spec. Section: _____

Information Requested: _____

Response Date: Respondent:

Response: _____

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

Bennie Dover Jackson Middle School Renovations and Additions
36 Waller Street
New London, CT 06320

THE OWNER:
(Name, legal status and address)

City of New London
181 State Street
New London, CT 06320

THE ARCHITECT:
(Name, legal status and address)

Perkins Eastman Architects DPC
677 Washington Boulevard
Suite 101
Stamford, CT 06901

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. As used herein, "Contractor" shall also mean "Construction Manager."

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Sections 5.3 and 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. ~~The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.1.9 The terms "knowledge," "recognize," "observe" and "discover," their respective derivatives and similar terms, as used in the Contract Documents referring to the Contractor, shall be interpreted to mean what the Contractor knows (or should reasonably know), recognizes (or should reasonably recognize), observes (or should observe) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. Analogously, the

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expression "reasonably inferable" shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required by the Contract Documents.

§ 1.1.10 TERMINOLOGY

1. Unless otherwise indicated the term "provide" shall include furnishing and installing a product, materials, systems, and/or equipment complete in place, fully tested and approved.

2. The terms "approved" and/or "approval" shall mean approved and/or approval in writing unless otherwise indicated.

3. The term "Contractor" shall also mean "Construction Manager" for purposes of this Agreement.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.

.2 Before requesting the ordering of any material or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.

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

.4 Contractor shall thoroughly acquaint itself with and comply with the terms, statutes, rules and regulations governing excavation in the area of underground utilities.

§ 1.2.1.1 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.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all Subcontractors shall refer to all Contract Documents, including those not specifically showing the Work of their specialized trades, and shall perform all Work necessary to produce the results shown or reasonably inferable therefrom.

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

§ 1.2.4 Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings. All documents are complementary and specific items of work are shown only where most appropriate for clarity. The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions, or by actual measurements taken at the job, and in no case by scaling. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect.

§ 1.2.5 All indications or notations which apply to one or a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

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§ 1.2.6 It shall be understood that the Architect's drawings are diagrammatic and the Contractor and subcontractors shall work in cooperation with each other in determining the running of pipe duct, electrical, etc. lines and locating equipment. Any necessary variation shall be made to conform to the intent of the diagrammatic drawings without additional costs. Where there are intersections involving various piping and equipment, etc., particular consideration shall be given to clearance.

§ 1.2.7 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturers' written instructions unless specifically indicated otherwise in the Contract Documents.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including ~~copyrights.~~ copyrights, except as may be required under the Agreement with the Owner. The Contractor, Subcontractors, Sub-subcontractors, and 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 Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 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 will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 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 those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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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.

§ 1.9 CHARACTER AND INTENT OF DRAWINGS

During the bidding or negotiation period, questions or discrepancies called to the Architect's attention, in writing, will be answered by the Architect by means of an addendum. All addendums shall become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter shall be brought to the attention of the Architect during the bidding period so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner's Representative" means the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 The Owner shall not be responsible for construction means, methods, techniques, sequences and procedures or for site safety except as stated in Article 6.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,~~

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~~sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.1.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.7 Unless otherwise provided in the Contract Documents the Owner will hire and pay for services including but not limited to independent materials testing and special inspections as determined necessary by the Architect and Owner to verify the compliance of materials and installations with the Contract Documents. These services provided by the Owner may include and are not limited to soils, cast in place concrete, masonry, steel and fireproofing inspections and testing. These services provided by the Owner do not relieve the Contractor of its obligations in Section 13.4.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4.1 The Owner shall have the right to reject Work that it believes does not conform to the Contract Documents. However, neither this authority of the Owner nor a decision made to exercise or not exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or ~~neglects~~ fails to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven-day period after receipt of notice from the Owner to commence and continue correction of such

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default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor ~~are both subject to prior approval of the Architect and the Architect~~ may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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

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

§ 2.6 OWNER'S RIGHT TO INSPECT THE WORK

§ 2.6.1 The Owner has the right to have full access to and inspect all portions of the Work for quality, progress and conformance to the Contract Documents.

§ 2.7 COMMISSIONING

§ 2.7.1 The Owner will perform inspections and tests of systems to validate the proper installation and performance of the Work as intended and required by the Contract Documents. These tests and inspections may be performed by the Owner's Representative or by independent contractors or consultants.

§ 2.7.2 The commissioning activities performed by the Owner in no way relieve or replace the obligations of the Architect or the Contractor in their fulfillment of Contract obligations.

§ 2.7.3 The commissioning agent of the Owner will utilize information provided by the Architect for design intent and the Contractor for actual installation conditions.

§ 2.7.4 Any commissioning activities are at the sole discretion of the Owner and not a requirement of this Agreement.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract or any amendment thereto by the Contractor is a representation that the Contractor has ~~visited~~ investigated the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner shall not, except for extraordinary

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circumstances, be required to make any adjustment in either the Contract Sum, Contract Time or any Milestone Date in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the ~~Work,~~ Work and at frequent intervals during the progress thereof, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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~~ Contractor. 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. However, if the Contractor proceeds with the Work without such notice to the Architect, after having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents by the Contractor, the Contractor shall pay all costs arising therefrom.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to 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.

§ 3.2.4 If any portion of the Contract Documents do not clearly define the Work, the Contractor shall immediately notify the Owner and Architect thereof, in writing, by utilizing a Request for Information (RFI) form, and shall request supplementary instructions before proceeding with such Work. If the Contractor proceeds with the Work without first obtaining such supplementary instructions, the Contractor shall make any repairs or corrections to the Work, as required by the Contract Documents, to complete the Work, at the Contractor's expense. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect ~~issues~~ in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, ~~subject to Section 15.1.7,~~ as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~ authorities, unless the Contractor recognized such errors, inconsistencies, omissions or differences and failed to report it to the Architect or Owner. Nothing in this Section 3.2.4 relieves the Contractor of the legal compliance requirements of Section 3.7.2.

§ 3.2.5 RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than fourteen (14) days after receiving it. It is understood that larger, more complicated RFIs shall require more than fourteen (14) days to review and respond, but shall be a reasonable amount of time as mutually agreed at time of submission. RFIs shall be sequentially numbered and logged and tracked by the Contractor regardless if the source of the RFI was from the Contractor or Owner.

§ 3.2.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to an unreasonable number of Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation. Such amounts may be deducted by the Owner from any payment otherwise due the Contractor.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences,

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~~and procedures,~~ procedures, and safety precautions and for coordinating all portions of the Work under the ~~Contract.~~ Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, ~~or procedures,~~ procedures, and safety precautions, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work. The Contractor shall then provide to the Owner and the Architect for review an alternative approach that satisfies the Contractor's concerns regarding the construction means, methods, techniques, sequences, or procedures and meets the intent of the Construction Documents. A resolution must be reached that is agreeable to the Architect, Owner, and Contractor before the disputed work proceeds. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its ~~Subcontractors.~~Subcontractors and for any damages, losses, costs and expenses, including, but not limited to, attorney's fees resulting from such acts or omissions.

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

§ 3.3.4 The Contractor shall be responsible for coordinating, scheduling, notifying and cooperating with the independent materials testing and special inspections services hired and paid for by the Owner as outlined in Section 2.2.6.

§ 3.3.5 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.

§ 3.3.6 The Contractor shall arrange for and attend weekly job meetings with the Architect, the Owner's Project Manager, and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.

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

§ 3.3.8 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor acceptable to the Architect who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as but not limited to roads utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location for the constructed facilities in relation to property lines, building lines, easements and other restrictive boundaries. Such information shall be turned over to the Owner as a part of Record Documents.

§ 3.3.9 The Contractor shall establish the building grade elevations, levels, columns, walls and partition lines required by the Contractor and Subcontractors in laying out their Work.

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§ 3.3.10 The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of their work and the storage of materials.

§ 3.4 Labor and Materials

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

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

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

§ 3.4.4 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage, and other adversity is solely the responsibility of the Contractor.

§ 3.5 Warranty

§ 3.5.1 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 the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Architect,~~ Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special 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 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.4 The Contractor expressly warrants its' Work for one year after the date of Substantial Completion. Contractor shall make any repair or replacement to the Work resulting from defective materials and/or workmanship. Contractor shall commence making the repairs or replacements required pursuant to this Warranty within ten days after the Owner gives written notice to the Contractor. In the event of Contractor's failure to make timely corrections, Owner shall have the right to make corrections and Contractor shall be responsible for immediate payment thereof. Any other specific or extended warranties are as identified in the Project Manual.

§ 3.5.5 The warranty required by this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.6 The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, all warranties required by the Contract Documents.

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§ 3.5.7 This Warranty shall include the repair and/or replacement of all damaged materials resulting from the defective materials and/or workmanship. This shall include but not be limited to furniture, fixtures, equipment, finishes or any other affected materials or property.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. If the Owner is an institution exempt from sales tax, Bidders shall take this in consideration in calculating their bid. The Tax Exemption Number will be furnished to the selected Contractor. In addition, the Contractor and Subcontractors shall pay any and all compulsory taxes required or which may be imposed by any governmental agency, as applicable.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

§ 3.7.2.1 It shall be the responsibility of all Contractors to confer with the various inspection offices of the local, state, or federal agency having jurisdiction over this construction project with the intent of verifying acceptability of materials and methods of construction indicated and specified herein. The respective Contractors and/or Subcontractors shall visit the building inspector, plumbing inspector, electrical inspector, or any other inspection office having the authority for granting approvals or construction permits. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

§ 3.7.2.2 All construction work shall conform to all prevailing codes.

§ 3.7.2.3 It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its Work. It shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chamber-of-commerce, planning commissions, industries, or utilities companies who have jurisdiction over lands which the Contractor occupies.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the ~~costs attributable to correction.~~ costs, damages and expenses attributable to correction, and shall indemnify the Owner therefore, including supervision, reasonable attorney and professionals fees.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Bid and Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.8.4 No allowances shall be included in the Bid Documents by the Architect unless specifically requested by the Architect and approved in writing by the Owner.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Project Manager, Assistant Project Manager and Superintendent may not be removed without the prior written consent of the Owner. Owner reserves the right to have any employee of Contractor removed from the Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect and Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent shall be in attendance at the project site at all times during the progress of the Work until the date of Substantial Completion, and for such time thereafter necessary for the completion of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, or as part of the Guaranteed Maximum Price (GMP) proposal, (if provided), shall submit for the Owner's and Architect's ~~information~~ approval a Contractor's construction schedule for the ~~Work.~~ Work, which will be considered the baseline schedule. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the ~~Work.~~ Work, (4) submittal/product approval activities. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current

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under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The baseline schedule shall be approved prior to submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The submittal schedule shall be approved prior to the first Pay Application. The submittal schedule shall be updated and reviewed at progress meetings.

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

§ 3.10.4 The construction schedule shall be in a detailed critical path method (CPM) type format satisfactory to the Owner and Architect which shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work, including but not limited to hazardous material remediation, demolition, furniture and equipment deliveries, Substantial Completion, move-in activities, commissioning, training, punch list, and final cleaning; (2) identify each phase of construction and occupancy; (3) identify float time associated with non-critical path activities and (4) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Architect and Owner, the construction schedule shall be deemed the Baseline Construction Schedule for the Project and will be used to determine the validity of Claims for Additional Time as identified in Section 15.1.5. This Baseline Construction Schedule can only be modified with approved changes in Contract Time through the execution of a Change Order. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The construction schedule shall be updated regularly to reflect actual conditions or if requested by the Owner or at least monthly. 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, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 At weekly or biweekly construction progress meetings, the Contractor shall submit detailed two (2) week look ahead schedules which depict specific activities to occur during that period.

§ 3.10.6 The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems and scheduling. The Contractor shall prepare and distribute minutes within three (3) working days of such meetings.

§ 3.10.7 The Contractor shall record the progress of the Project. Submit written progress reports not less frequently than monthly to the Owner and the Architect, including information on each Subcontractor and each Subcontractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractor's Work on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may require. Upon request, Contractor shall make the log available to the Owner and the Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall ~~make available,~~ maintain, at the Project ~~site,~~ site for the Owner, the Contract Documents, including Change Orders, Construction Change Directives, ~~and other Modifications,~~ other Modifications, baseline schedule, current schedule, schedule of submittals, RFI log and other documents related to the Project as directed by the Architect, in good order and marked currently to ~~indicate~~ record field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion ~~of the Work as a record of the Work as constructed.~~ of the Work. A designated complete set of Contract Documents shall be maintained by the Contractor and kept onsite at all times with up-to-date red-line modifications that accurately record field conditions different than those shown on the original documents. These

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red-lined drawings shall be turned over to the Architect for record purposes no later than thirty (30) calendar days after the date of Substantial Completion. This set of "red-lined" drawings shall be maintained and kept current by the Contractor and their completeness shall be routinely inspected by the Architect and Owner. If these "red-lined" drawings are not maintained by the Contractor or kept current during construction, then the approval of Applications for Payment, as defined in Section 9.3, shall be denied.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents. In collaboration with the Architect, Contractor shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Date, Samples and other submittals.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Each Shop Drawing, Product Data, Sample and similar submittals shall have a cover sheet on them identifying the project name and address, contractor information, drawing and/or specification reference, submission date and contents of the submittal. Ample space shall be provided on this cover sheet to allow for the Contractor's and Architect's review stamps. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents.

§ 3.12.6 By submitting and approving Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, ~~and~~ (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and (4) coordinated with information on Shop Drawings, Product Data, Samples, or similar submittals previously approved by the Architect or submitted by the Contractor for approval but not yet acted upon by the Architect, and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. If the Contractor procures, performs or installs portions of the Work without required approvals, the Contractor does so at its own risk and such Work may be removed or replaced with approved Work at no cost to the Owner.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Any submittals forwarded to the Architect for review that includes a deviation from the requirements of the Contract Documents or is not the specific make, model or manufacturer that was listed in the Contract Documents, shall have a completed Substitution Request Form attached to the submittal. This Substitution Request Form shall be provided by the Owner. Unless such deviation is identified by utilizing the Substitution Request Form, the Contractor shall not be relieved of the responsibility for the specific requirements of the Contract Documents even though the subject submittal was approved by the Architect. The Contractor shall not be relieved of responsibility for the Contractor's, Subcontractor's or Vendor's errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design ~~professional,~~ professional who shall have and maintain reasonable limits of insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design ~~professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.~~ professionals . Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.11 Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than three (3) times shall be paid for by the Contractor to the Owner.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

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§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets. Access to the site/building will be through Owner approved paths.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 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~~ On a regular basis, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed, and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust marks, and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

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

§ 3.15.3 All areas of new or existing construction which are damaged during the Project shall be restored to their original condition by the Contractor responsible for said damage or disturbance.

§ 3.15.4 The Contractor shall be responsible for temporary site and building dust and dirt control through the use of temporary enclosures, partitions, site watering, calcium chloride or other approved means.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, directors, shareholders, trustees, affiliates, insurers, agents, Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall, but not by way of limitation, specifically include, without limitations, all fines, penalties and punitive damages arising out of, or in connection with, any (1) violation of or failure to comply with any governmental requirements by the Contractor or any person or entity for whom the Contractor is responsible, (2) method of execution of the Work, or (3) failure to obtain, or violation of, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.

§ 3.18.4 In the event that the Contractor fails or refuses to indemnify any indemnitee hereunder, in addition to all other obligations and upon adjudication in favor of an indemnitee, Contractor shall be responsible for any and all costs associated with the Owner compelling the Contractor to comply with its obligations.

§ 3.19 COMMISSIONING

§ 3.19.1 The Contractor will provide access to the Work as well as support and coordination to the Owner for the commissioning activities as described in Section 2.6.

§ 3.19.2 Any and all deficiencies identified during the commissioning process will be the responsibility of the Contractor to correct or complete in order to comply with and fulfill the requirements of the Contract Documents. These deficiencies must be corrected or completed as a condition for the issuance of the final Certificate for Payment.

§ 3.19.3 The requirements of the Contractor to support the Owner's commissioning process may include 1) balancing reports of mechanical systems approved by the Architect; 2) provision and coordination of training as required by the Contract Documents; 3) cooperation of Contractor's personnel with the Owner's commissioning personnel; 4) access to specific equipment or portions of the Work; 5) provision of systems and equipment documentation; and 6) provision of Operations and Maintenance Manuals.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect and Owner will provide administration of the Contract as described in the Contract Documents and the Architect and Owner's Representative will be ~~an~~ the Owner's representative during construction until the date

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the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect and Owner will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor Owner will ~~not~~ be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and Owner will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. ~~The Architect will not~~ Neither the Architect nor Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and Owner will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

~~The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Representative, if retained, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and Contractor shall be confirmed in writing to the Owner's Representative. Communications between Owner's Representative and Contractor shall be confirmed in writing to the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with ~~Separate Contractors~~ separate contractors shall be through the Owner. ~~The Contract Documents may specify other communication protocols.~~

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

§ 4.2.6 The Architect ~~has~~ and Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.8.1 The Architect will evaluate substitutions proposed by the contractor, whether as part of a cost reduction procedure or as otherwise, which are prepared and submitted in accordance with the requirements of subparagraphs 3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within 14 calendar days, or as requested in writing, as may, in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon contractor proposed substitutions and the architect's recommendations with respect thereto, which evaluation shall include, but not be limited to, a review of the total net change to project cost, taking into account the proposed change to the construction cost, the possible additional services costs of the architect, and the possible change in the contract sum , the contract time, or the requirements of the contract documents as a result of an Owner approved substitution shall be reflected in a Change Order. The Contract Documents include provisions for Architect's review of Substitutions.

§ 4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be affected by field order, or notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or instructions, it shall give notice provided in Section 15. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith. The Architect shall not be required to render interpretations the sole or primary purpose of which is the resolution of jurisdictional disputes between Contractor and Subcontractor or between Subcontractor and Subcontractor.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within ~~any time limits agreed upon~~ fourteen (14) calendar days or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue

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supplemental Drawings and Specifications in response to the requests for information. The issuance of additional Drawings or Specifications shall not, in itself, serve as a basis for adjustment of cost or time.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after, but no later than days after the award of the Contract, shall notify the Owner and Architect concurrently of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner and Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, 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 Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

§ 5.3 Subcontractual Relations

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

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to

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

§ 5.3.2 Any entity other than the Contractor (i.e. subcontractors, venders, suppliers, etc.) shall not have the right to require mediation, arbitration, or litigation of any dispute in those cases in which the Owner is a party or in which the outcome could affect the Contract Sum or the Contract Time, except at the sole discretion of the Owner.

§ 5.3.3 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

§ 5.4.2 ~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~ Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean 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 retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 ~~The~~ Unless otherwise required in the Contract Documents, the Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall

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cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and ~~12.~~12, unless mutually agreed otherwise by Owner and Contractor.

§ 6.1.5 The Owner reserves the right of access to any part of the Project at all times to inspect the same or to install other Work either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and the installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.2.5.1 If a separate contractor sues or initiates a mediation, arbitration or litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

§ 6.2.6 The Contractor shall consult with its subcontractors and other contractors as soon as possible after execution of the Contract to coordinate all work phases in order that the Project as a whole can be completed in a professional and expeditious manner.

§ 6.2.7 If a separate contractor sues or initiates a dispute resolution proceeding against the Owner on account of any damage or delay alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall indemnify, defend and hold the Owner harmless from any damages, costs or expenses.

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§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires ~~agreement~~ signature by the Owner and Architect and may or may not be agreed to by the ~~Contractor. An order for a minor change in the Work may be issued by the Architect alone.~~ Architect and/or Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or by Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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

§ 7.1.4 The Contractor's itemized accounts for all expenditures or savings for additions to, or deductions from, the Work in the Contract Documents shall at all times be open to inspection by the Owner and Architect.

§ 7.1.5 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect or Owner, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect and Owner bona fide proposals from recognized suppliers for furnishing and material included in such Work. Such proposals shall be furnished at the Contractor's expense.

§ 7.1.6 The Contractor's proposal for a change in the Work, (Change Order Request), shall be itemized completely and shall include: Specific number of calendar days for additional time (if applicable); all material costs and quantities accompanied by the original manufacturer invoices; labor wages; unit prices; subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and approved daily time sheet tickets for work performed under the utilization of labor rates. The Architect's and Owner's refusal to approve a Change Order or Change Order Request due to the Contractor's lack of itemized backup information shall not be used to substantiate a claim for additional time.

§ 7.1.7 The methods used in determining the adjustment to the Contract Sum due to the change in the Work may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.1.8 If the method utilized to execute the Change in the Work is based on the labor rates, unit prices and material costs, then actual daily time sheets/tickets, approved by the Superintendent and the Owner, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including these actual daily time sheets/tickets, approved by the Superintendent and the Owner, with the Change Order, Construction Change Directive, or minor change in the Work may be cause for their rejection.

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§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 and are at the discretion of the Owner.

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner may also by Construction Change Directive order work to be performed that has been interpreted by the Owner or Architect to be part of the Work but is disputed by the Contractor through submission of a Claim.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change ~~Order.~~Order or work interpreted by the Owner or Architect to be part of the Contract.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices and rates stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, ~~or if no such amount is set forth in the Agreement, a reasonable amount.~~ as determined per Sections 3.5, 3.6 and 3.7 of the AIA A701-1997, modified, Instructions to Bidders and the Bid Form. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect and Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determines, in the Architect's and Owner's professional judgment, to be reasonably justified. The Architect's and Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the ~~Owner and Contractor agree~~ Contractor agrees with a determination made by the Owner and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The ~~Architect~~ Architect, with approval from the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

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§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.2.4 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 95% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Owner and Architect.

§ 8.2.5 If each of three successive Applications for Payments, as certified by the Architect, indicates that the actual Work completed is less than 95% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may, at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; ~~(2) by~~ (2)by changes ordered in the Work; (3) by ~~labor disputes,~~ fire, ~~unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2,~~ or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine.

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

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, the Contractor's remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to as "Delays") whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1. In the event of a concurrent delay by the Owner, the parties agree to share in proportion to their fault, the direct cost and time associated with said delay. In no event shall the Contractor be entitled to any other remedy or compensation or recovery or any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, other than as set forth in this Section. In the event of a delay, the Contractor may submit a claim pursuant to Section 4.3 to recover from the Owner the Contractor's general conditions costs, equipment storage costs, increased direct costs of performance, demobilization and remobilization costs and other direct and unavoidable costs incurred during the period of such delay, but only to the extent delay is not caused by the Contractor. Contractor shall not be entitled to recover any consequential damages including, by way of example, interest on working capital, unabsorbed home office overhead or lost opportunity costs.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect.~~ Architect and Owner. This schedule, unless objected to by the ~~Architect,~~ Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The description of the Work shall be sufficiently broken down to indicate labor and material costs associated with each area of Work. Any breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, will be rejected. The Schedule of Values shall be revised if later determined by the Owner or Architect to be inaccurate. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the ~~Architect,~~ Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In order to expedite monthly payments during the course of the Project, the Contractor shall prepare for the Architect's and Owner's review a preliminary draft of the Application for Payment (pencil copy), at least approximately ten (10) days before the end of each month. The payment period shall conclude on the last of that month. Then, five (5) days before the end of each month the Contractor shall have made mutually agreed modifications of the pencil copy and the Contractor shall submit to the Architect and Owner for approval an itemized Proposed Final Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if ~~required, and~~ required. The Contractor shall utilize and submit AIA G702 and G703and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~ Payments for changes in the Work which have not been formally approved in a Change Order, shall not be included.

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

§ 9.3.1.3 The Application for Payment will reflect the amount due to the Contractor for the cost of the Work less retainage as determined in the Owner-Contractor Agreement.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 In addition, for consideration of payment for stored products:

(a) Storage shall be agreed upon in advance prior to shipment;

(b) Location of storage shall be agreed upon in advance;

(c) Contractor shall be responsible for, and pay costs of, the verification and inspection of storage;

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(d) Insurance certificate required for stored items; and
(e) Bill of sale from supplier to verify transfer of goods to the Owner

§ 9.3.2.2 Schedule of Values and Construction Schedule will be considered in decision on any specific request for payment for storage.

§ 9.3.2.3 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the Work in the same manner as if such payment were not made.

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

§ 9.3.4 To the extent payment has been made by the Owner for amount due, Contractor hereby expressly waives, releases and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the aforesaid premises, or any part thereof, or any building or buildings thereon, for or on account of any work, labor and materials performed or furnished under this Agreement, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of Contractor; and Contractor further agrees to save the Owner harmless from the lien or claim of liens against the aforesaid premises or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor and agrees, that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for liens, the Owner shall have the right to deduct from the amount otherwise due to the Contractor hereunder, an amount sufficient to indemnify it for any or all loss or damages which may result from such lien or claim; and the Contractor further agrees that this waiver shall be an independent covenant, and shall operate and be effective, not only with respect to materials furnished or labor performed under and any Agreement supplemental to this principal Agreement and under any Agreement for extra labor or materials for the above described premises and buildings.

§ 9.3.4.1 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a waiver of lien on account of prior payments from each Subcontractor. This waiver of lien shall include the dollar amount that the Subcontractor has been paid to date.

§ 9.3.4.2 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a statement from each Contractor and Subcontractor certifying that there are no delay claims for the period being paid.

§ 9.3.5 To the extent payment has been made by the Owner for amounts due, Owner shall be entitled to withhold payment to Contractor upon receipt of notice of any intent to file a lien in an amount sufficient to protect the interests of the Owner. Owner shall allow Contractor a reasonable opportunity to bond off a lien. Owner shall have the right , on its own and without the Contractor's consent, to resolve any lien claims and deduct the costs thereof from any amounts due Contractor. In the event sufficient funds are not due Contractor, Contractor shall immediately pay to Owner any sums paid by Owner to resolve lien claim(s) upon demand.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect and Owner determines is properly due, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reason for withholding certification in whole as provided in Section 9.5.1.

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

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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; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and 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 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

.8 failure to maintain specified record documents relating to the Work;

.9 failure to provide lien waivers as required herein; or

.10 failure to provide response to on-going construction commissioning reports.

~~**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. In no event shall joint payment create any obligations or contracts between Owner and a Subcontractor or supplier or create any rights in such Subcontractor or supplier against the Owner.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including ~~reasonable~~ attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in~~ § 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 Notwithstanding anything to the contrary, in no event shall the Contractor stop the Work in connection with any withholding or payment for an item or failure to make payment relating to an item made in connection with a good faith dispute.

§ 9.7.3.LIENS

(1) If any subcontractor, vendor, or any other party for whom the Contractor is responsible files any lien against the Project and/or the Project site, the Contractor shall discharge such lien within fifteen (15) calendar days of the Contractor's learning of such lien, unless the Owner requests that the Contractor obtain a lien discharge bond in which case the Contractor shall obtain within the same fifteen (15) calendar day period, at no cost to the Owner, a lien discharge bond for which both the surety and the form of bond are acceptable to the Owner, (2) If the Contractor fails to discharge such lien (or, if requested by the Owner, fails to obtain a lien discharge bond acceptable to the Owner)

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within such fifteen (15) calendar day period, the Owner shall have the right to withhold from the next progress payment or any other sum payable to the Contractor an amount equal to one hundred and fifty percent (150%) of the total of (i) the amount of such lien plus (ii) reasonable costs and expenses the Owner may incur related to such lien. The Owner may either: (i) apply amounts so withheld to discharging such lien and paying the costs and expenses for such discharge; or (ii) retain such amounts (including amounts for costs and expenses) until such liens are discharged by the Contractor, thereafter crediting to the Contractor any amounts remaining after payment of the costs and expenses the Owner incurs related to such lien. (3) The Contractor shall defend, indemnify, and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, unless and to the extent that such liens are the result of the Owner's failure to make timely payment of amounts due to the Contractor in accordance with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (1) the Work or designated portion thereof is sufficiently complete in accordance with the Contract ~~Documents so that~~ Documents; (2) the Owner can occupy or utilize the Work for its intended ~~use~~ use; (3) the issuance of a formal Certificate of Occupancy by the authority having jurisdiction; (4) the premises have been cleaned as per Section 3.15; and (5) only minor items remain to be corrected or completed that have no significant interference with the Owner's use of the Work.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion which the Owner agrees to accept separately, is substantially complete, as defined in Section 9.8.1 above, the Contractor shall notify the Architect and Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final ~~payment.~~ payment and (2) all Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them, and shall, in addition, reimburse the Owner for the cost of any change in the Architect's services resulting from such a second and any subsequent preliminary reviews. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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. This list will be comprised of all items identified by the Contractor, Architect and Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion ~~thereof.~~ thereof in accordance with Section 9.8.6. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.8.6 The retainage, as determined by the Owner Contractor Agreement, will continue to be withheld in full, and the Owner will release such retainage within thirty (30) days after the date of the issuance of a Certificate of Substantial Completion by the Architect. The Owner will continue to hold retainage in an amount of one hundred fifty percent (150%) of the estimated cost of incomplete or unsatisfactory work. Further, the Owner will consider a reduction of retainage on a trade-by-trade (subcontractor-by-subcontractor) basis based upon their satisfactory progress and/or substantial completion of their Work prior to project Substantial Completion.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and ~~belief,~~ professional judgment, 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 listed in Section 9.10.2 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 shall be assembled and delivered by the Contractor to the Owner prior to submission of the final Application for Payment. The final payment will not be made by the Owner until all close-out documents including as-built documents, operation and maintenance manuals, training and any other requirements identified in the Contract Documents have been received and accepted by the Owner and provided in the media and format requested by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.3.1 If after ninety (90) calendar days after Substantial Completion of the Work, or as otherwise stated in the Owner-Contractor Agreement, Final Completion thereof is not achieved due to actions or inaction of the Contractor, the Contractor shall reimburse the Owner for any and all costs incurred by the Owner for professional fees, including those of the Architect and Owner's Representative.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Owner assumes no responsibility or liability for the safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by

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any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The ~~Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The~~ foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall, within five (5) business days, report in writing to the Owner and Architect all accidents out of or in connection with the Work that caused death, personal injury or property damage, giving names of those involved and any witnesses.

§ 10.2.10 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.11 The Contractor shall, at all times, be responsible for maintaining fire safety on the site, including prompt removal of all combustible rubbish, provision of fire extinguishing apparatus, and other measures, and/or services specified herein or required by the State Fire Marshal or other authority having jurisdiction. If such authority determines that the Contractor has failed to provide or maintain adequate fire safety, the Contractor shall, at its own expense, provide any compensatory services, equipment or devices required by the authority having jurisdiction, including but not limited to maintaining a continuous fire watch.

§ 10.2.12 Cutting and welding to be performed in or immediately adjacent to existing spaces and shall not be performed without written approval of the Owner for each instance.

§ 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.

§ 10.2.14 The Contractor shall, at all times, protect excavations, trenches, buildings, and materials from rain water, ground water, ice, snow, back-up or leakage of sewers, drains, or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.15 The Contractor shall remove snow or ice within the limits of the Work indicated in the Contract Documents which might result in damage or delay.

§ 10.2.16 During the progress of the Work and at all times prior to the Date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents. The use of the permanent heating system for temporary heat shall be subject to the prior written approval of the Owner and Architect.

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§ 10.2.17 The Contractor shall be responsible for protecting the Work, materials and equipment at all times from commencement of Work until completion of its Work. It may, if it wishes, employ watchmen to assure such protection.

§ 10.2.18 In case of an emergency involving danger to life or property, the Contractor may act at its discretion to prevent injury or damage to the threatened life or property.

§ 10.2.19 The Contractor shall maintain its hand tools, machinery, personnel protective equipment, etc. in safe operating condition and shall require its subcontractors and individual mechanics to maintain their equipment in the same condition.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased by the amount of the Contractor's reasonable additional ~~costs of shutdown, delay, and start-up.~~costs, if any, of shutdown, delay, and start-up.

§ 10.3.2.1 If Hazardous Material is determined to be present on the site, the Contractor will cooperate with the Owner and the Owner's consultants and contractors to coordinate the Work in conjunction with the abatement, handling, disposal, or other procedures related to the presence of the Hazardous Material to maintain a safe working environment and to progress with the execution of the Work to avoid delay.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the ~~Owner~~ Owner, defend and hold harmless for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract ~~Documents.~~ Documents or as required by the Owner. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Such coverage shall be maintained for no less than four (4) years following final payment. The Owner shall be named additional insureds. Contractor shall provide a Blanket Additional Insured Endorsement. Contractor shall provide Owner with evidence of workers' compensation coverage. The Contractor shall not commence the Work under the Contract nor permit any subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled, or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety, form and substance of the bond shall be satisfactory to the Owner. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state in which the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner ~~shall~~ may purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon

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receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however ~~caused.~~caused to the extent of actual recovery of any insurance proceeds obtained pursuant to this Section.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before 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, and any cost, loss or damage to the Owner resulting therefrom, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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 and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a ~~reasonable time during that~~ thirty (30) day period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ Upon completion of any Work under or pursuant to this Section 12.2, the one year correction period in connection with the Work requiring correction shall be renewed and recommence.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction 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.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 ~~Governing Law~~Venue

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut. In the event of litigation, the parties do agree to be contractual bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

If the parties do not agree to arbitration the parties do agree to be contractual bond to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District for New London at New London, Connecticut.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public

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authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity ~~acceptable to~~ engaged by the Owner, or with the appropriate public ~~authority, and shall bear all related costs of tests, inspections, and approvals.~~ authority. The Owner will hire and pay for services as outlined in Section 2.2.6, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect ~~may be present for~~ and Owner may observe 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 directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's ~~expense.~~expense, including testing and costs related to remedial work.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 The Owner shall have the right to conduct testing and inspections related to, but not limited to, commissioning as outlined in Section 2.6 and 3.19.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

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.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and direct costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. In said event, the Owner shall equitably adjust the Contract Sum and Contract Time, if warranted.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead anticipated and/or unearned profits, consequential or indirect damages.

§ 14.5 Referendum

The agreement is subject to revocation by the power of referendum as provided in the Charter for the City of New London. This agreement may be declared null and void by the City of New London if funding for the projects which are the basis for this agreement shall not be provided in any annual budget. Such action on the part of the City of New London by not providing the funds to complete this agreement shall in no event be deemed a breach of this agreement, and no party to this agreement shall be entitled to damages, indirect, incidental, special or consequential, including loss of future rents, profits, whether such damages are foreseeable.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 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, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or ~~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 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker.~~Contractor must be initiated by written notice to the other party with a copy sent to the ~~Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall~~ Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such ~~Claim or~~ Claim. Claims by the Owner must be initiated within 21 days after the ~~claimant~~ Owner first recognizes the condition giving rise to ~~the Claim, whichever is later.~~the Claim. After a Change Order

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Request or a formal Change Order has been executed, no additional Claim based on the same scope of work will be considered.

§ 15.1.3.2 Claims by either the Owner or 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 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall have no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question during the pendency of any mediation, arbitration, or other proceedings to resolve such matters. Owner shall continue to make payments of undisputed amounts.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.4.3 If the Contractor submits a claim that is interpreted by the Architect or Owner as being part of the Work and the Contractor disputes this interpretation, a Construction Directive will be issued per Article 7. The Contractor shall immediately proceed with the execution of the disputed Work.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall ~~include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.~~be as per Article 8.3.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be ~~documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~as per Article 8.3.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial ~~Decision~~Interpretation

§ 15.2.1 Claims, excluding those 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 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the ~~Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~

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Architect for initial interpretation. An initial interpretation shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the ~~Initial Decision Maker~~ Architect and all affected parties agree, the ~~Initial Decision Maker~~ Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) ~~approve~~ recommend approval of the Claim, (4) suggest a compromise, or (5) advise the parties that the ~~Initial Decision Maker~~ Architect is unable to ~~resolve~~ interpret the Claim if the ~~Initial Decision Maker~~ Architect lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker~~ Architect concludes that, in the ~~Initial Decision Maker's~~ Architect's sole discretion, it would be inappropriate for the ~~Initial Decision Maker to resolve~~ Architect to interpret the Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~ Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Initial Decision Maker in rendering a decision. The Initial Decision Maker~~ Architect in rendering an initial interpretation. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Initial Decision Maker~~ Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker~~ Architect when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker~~ Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~ Architect will either reject or ~~approve~~ recommend approval of the Claim in whole or in part.

§ 15.2.5 The ~~Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision~~ Architect will render an initial interpretation or indicate that the Architect is unable to interpret the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties ~~and the Architect, if the Architect is not serving as the Initial Decision Maker,~~ of any change in the Contract Sum or Contract Time or both. The initial ~~decision shall be final and binding on~~ interpretation shall be considered by the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial ~~decision~~ interpretation at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

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Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 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 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties ~~have selected arbitration as~~ mutually agree that arbitration is the method for binding dispute ~~resolution in the Agreement,~~ resolution, 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 its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A 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 party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 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.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 any claim, dispute or other matter in question not described in the written consent.~~ Any unresolved claims between Owner and Contractor, Owner and Architect, Contractor and Architect, Contractor and its Surety, or Contractor and its Subcontractors or Suppliers may be submitted for arbitration as provided in this Section 15 and any or all of the parties named above shall, at the Owner's request, be joined or consolidated therein.

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§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.5 Waiver of Jury Trial

CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE OWNER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, the contractor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. The contractor (a) certifies that neither the owner nor any representative, agent or attorney of the owner has represented, expressly or otherwise, that the owner would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the owner is relying upon, among other things, the waivers and certifications contained in this Section 15.5.

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SECTION 00 73 16 - SAMPLE CERTIFICATE OF INSURANCE

1. The trade contractor shall provide insurance coverage with the following limits and in accordance with the attached Sample Certificate of Insurance for the project. The following minimum limits shall be met:

   Bodily Injury and Property Damage – One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate
   Products or Completed Operations – One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate
   Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars ($2,000,000.00) each occurrence
   Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars ($1,000,000.00) combined single limit for each accident.

   The contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

2. The trade contractors below shall provide insurance per the sample certificate insurance and where indicated shall provide professional and/or pollution insurance. This matrix does not alleviate the contractor from providing the required insurance for their scope of work and each contractor is required to consult with their respective insurer to comply with all aspects required under this contract.

Trade Package	**REQUIRED INSURANCE (check mark)**	
	PROFESSIONAL	***POLLUTION***
1.01 – Corridor Ceiling Removal	**X**	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Subcontractor's Agent Name and Address	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AM Best Rated A-, VII or better	
INSURED	INSURER B : AM Best Rated A-, VII or better	
Subcontractor's Name and Address	INSURER C : AM Best Rated A-, VII or better	
	INSURER D : AM Best Rated A-, VII or better	
	INSURER E : AM Best Rated A-, VII or better	
	INSURER F : AM Best Rated A-, VII or better	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	X	X	CG0001 12/07			EACH OCCURRENCE	$ 1,000,000
	☑ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	☐ CLAIMS-MADE ☑ OCCUR			CG2010 07/04			MED EXP (Any one person)	$ 5,000
				CG2037 07/04			PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			NO XCU EXCLUSIONS			PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY	X	X	CA 9948 09/02			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☑ ANY AUTO			CA 2048			BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☑ UMBRELLA LIAB ☑ OCCUR	X	X	FOLLOW FORM			EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC000313			☑ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		USL&H if any			E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)			INCLUDES EXEC. OFFICERS, SOLE PROP. APPLIES TO WC LAW IN CT, CT AS 3A STATE			E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability			IF WORK INCLUDES DESIGN			Each Claim/Agg $2,000,000/$2,000,000	
	Pollution Liability	X	X	IF WORK INCLUDES HAZMAT			Each Occ/Agg $5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320

City of New London, Perkins Eastman Architect, PC and O&G Industries, Inc. are additional insureds under the General Liability, AutoLiability, Excess Liability andPollution Liability policies on a primary and non-contributory basis. Each policy will be endorsed to provide 30 days notice of cancellation to O&G Industries, Inc. All policies should also include a Waiver of Subrogation.

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
O&G Industries, Inc. 112 Wall Street Torrington, CT 06780	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of New London and O&G Industries, Inc.	Project Name:Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of New London and O&G Industries, Inc..	Project Name: Bennie Dover Jackson Middle School Renovations and Additions, 36 Waller Street, New London CT 06320
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): O&G Industries, Inc., City of New London

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

SAMPLE

 © ISO Properties, Inc., 2005 □

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (VTC2HUB-2399A54-2-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

SAMPLE

DATE OF ISSUE: 05-29-13 ST ASSIGN:

POLICY NUMBER: ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06790

ADDRESS:

SAMPLE

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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SECTION 00 73 43 - WAGE AND HOUR RATES

1. GENERAL

1.1 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 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 payday.

1.2 In accordance with Connecticut General Statutes 31-53 and 31-55a, all Contractors are required to complete and submit the enclosed forms:

A. Contractors Wage Certifications Form

B. Contracting Agency Certification Form

C. Payroll Certification For Public Works Projects - Weekly Payroll
Form WWS-CP1 and WWS-CP2

1.3 Contractors bidding on this project should be aware of the following Connecticut Public and Special Acts P.A. 02-69:

Public Act No. 02-69
Substitute Senate Bill No. 63
AN ACT CONCERNING ANNUAL ADJUSTMENTS TO PREVAILING WAGES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

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

2. MINIMUM WAGE RATES

2.1 The current wage and benefit rates are included in this section.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT GENERAL STATUTES (C.G.S.)

SHALL BE INSERTED

PRIOR TO RELEASE OF DOCUMENTS For BID or PROCUREMENT

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of Labor website: http://www.ctdol.state.ct.us or call 860-263-6000

N: Website migration\FORM SCG-6000\Prevailing Wage Rate holder page.DAS.doc
Rev. 04/24/2017 KD

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

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

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

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

_____
Signed

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

_____
Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

Project: Bennie Dover Jackson Middle School Phase 1- Corridor Ceiling Removal

Minimum Rates and Classifications
for Building Construction

ID# : B 26511

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 095-0091 MAG/A Project Town: New London
State# FAP#:

Project: Bennie Dover Jackson Middle School Phase 1- Corridor Ceiling Removal

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	30.99

2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

As of: **Wednesday, September 04, 2019**

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.75	20.84
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.00	20.84
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.25	20.84
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is $26.80.	31.75	20.84
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.50	20.84
4e) Group 6: Blasters, nuclear and toxic waste removal.	33.75	20.84

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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.75	20.84
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.03	20.84
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.49	20.84
4i) Group 10: Traffic Control Signalman	18.00	20.84
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Vinyl Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	33.53	25.66
5a) Millwrights	34.04	26.09

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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.50	28.61+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
-----LINE CONSTRUCTION----		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	38.18	21.80 + a

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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	39.48	24.80 + a

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	38.20	24.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	37.79	24.80 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	37.34	24.80 + a

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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	35.24	24.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	35.24	24.80 + a
Group 12: Wellpoint operator.	35.18	24.80 + a
Group 13: Compressor battery operator.	34.58	24.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	33.41	24.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a

As of: **Wednesday, September 04, 2019**

Project: Bennie Dover Jackson Middle School Phase 1- Corridor Ceiling Removal

Group 16: Maintenance Engineer/Oiler.	32.32	24.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	34.26	24.80 + a
10a) Brush and Roller	34.62	21.80
10b) Taping Only/Drywall Finishing	35.37	21.80
10c) Paperhanger and Red Label	34.12	21.05

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10e) Blast and Spray	37.62	21.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	43.62	32.06
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	37.60	20.65
14) Roofer (slate & tile)	38.10	20.65
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.98	38.31

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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade	43.62	32.06

------TRUCK DRIVERS------

17a) 2 Axle	29.51	24.52 + a
17b) 3 Axle, 2 Axle Ready Mix	29.62	24.52 + a
17c) 3 Axle Ready Mix	29.67	24.52 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.72	24.52 + a

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17e) 4 Axle Ready Mix	29.77	24.52 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.98	24.52 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.77	24.52 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
19) Theatrical Stage Journeyman	25.76	7.34

As of: **Wednesday, September 04, 2019**

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.*

***Note: Hazardous waste premium $3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

***As of:* Wednesday, September 04, 2019**

Project: Bennie Dover Jackson Middle School Phase 1- Corridor Ceiling Removal

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: **Wednesday, September 04, 2019**

Opportunity * Guidance * Support

CONNECTICUT DEPARTMENT OF LABOR

THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

November 29, 2006

Notice

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

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

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

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

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

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

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

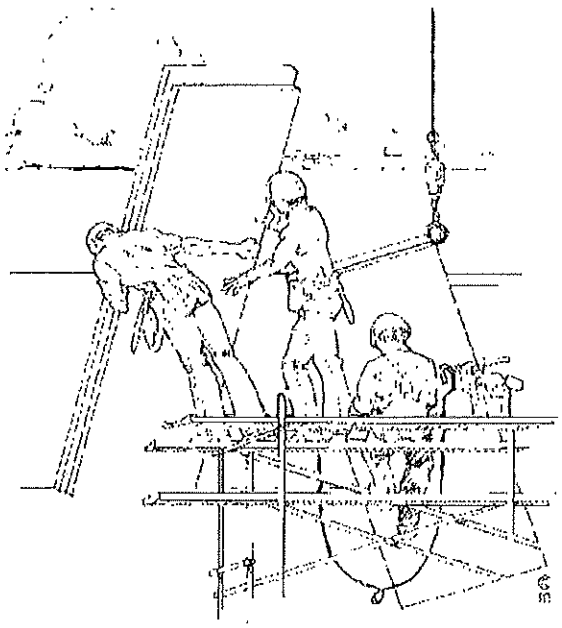
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency — address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number — address

shall be $_____, which includes all work, regardless of whether such project

consists of one or more contracts.

CONTRACTOR INFORMATION

Name:_____

Address:_____
Authorized Representative:_____
Approximate Starting Date: _____

Approximate Completion Date:_____

_____ _____
Signature — Date

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

Date Issued: _____

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

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

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

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions,Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

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

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

- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine
Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

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

Information Bulletin
Occupational Classifications

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

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

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

- ***ASBESTOS WORKERS***

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- ***ASBESTOS INSULATOR***

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- ***BOILERMAKERS***

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- ***BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS***

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- ***CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS***

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

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

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

- ***ELECTRICIANS***

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

- ***ELEVATOR CONSTRUCTORS***

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

- ***FORK LIFT OPERATOR***

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

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

- ***GLAZIERS***

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- ***IRONWORKERS***

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- ***INSULATOR***

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- ***LABORERS***

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- ***PAINTERS***

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

- ***LEAD PAINT REMOVAL***

• Painter's Rate

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

• Laborer's Rate

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

- ***PLUMBERS AND PIPEFITTERS***

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

- ***POWER EQUIPMENT OPERATORS***

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

- ***ROOFERS***

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

- ***SHEETMETAL WORKERS***

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

- ***SPRINKLER FITTERS***

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

- ***TILE MARBLE AND TERRAZZO FINISHERS***

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

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
• Hauling material off site is not covered provided they are not dumping it at a location outlined above.
• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➢ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:		SUBCONTRACTOR NAME & ADDRESS	WORKER'S COMPENSATION INSURANCE CARRIER
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS	POLICY # EFFECTIVE DATE EXPIRATION DATE:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S / M / T / W / TH / F / S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA / FEDERAL WITH-HOLDING / STATE WITH-HOLDING / LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of_____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

_____ _____ _____

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S M T W TH F S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA / FEDERAL WITH-HOLDING / STATE WITH-HOLDING / LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
						$ Base Rate	1. $ 2. $ 3. $				
						$ Cash Fringe	4. $ 5. $ 6. $				
						$ Base Rate	1. $ 2. $ 3. $				
						$ Cash Fringe	4. $ 5. $ 6. $				
						$ Base Rate	1. $ 2. $ 3. $				
						$ Cash Fringe	4. $ 5. $ 6. $				
						$ Base Rate	1. $ 2. $ 3. $				
						$ Cash Fringe	4. $ 5. $ 6. $				
						$ Base Rate	1. $ 2. $ 3. $				
						$ Cash Fringe	4. $ 5. $ 6. $				

*IF REQUIRED

12/9/2013
WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER_____OF

INSTRUCTIONS FOR FILING "MINORITY WORK FORCE UTILIZATION REPORT"
(CHRO CC-257)

The monthly utilization report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 15th day of each month during the term of the contract, and they shall include the total work hours for each employee classification in each trade on the project for the monthly reporting period. The prime contractor shall submit a report for its work force and collect and submit reports for each subcontractor's workforce to the contract-awarding agency and to the Commission on Human Rights and Opportunities.

Minority ---------- Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders.

1. Covered Area ---------- State Labor Market area.

2. Employer I.D. Number ---------- Federal Identification Number used on Company Tax Return.

3. Current Goals (min & Fem) ---------- See contract notice.

4. Reporting Period ---------- Each month for duration of the project.

5. Construction Trade ---------- Those construction crafts in which contractor employs workers.

6. Work Hours of Employment (a-e) ----------
   a. The total number of male **hours** and the total number of female **hours** worked by employees in each classification.
   b-e. The total number of male **hours** and the total number of female **hours** worked by each specified group of minority employees in each classification.

7. Minority Percentage ---------- The total work **hours** worked by all minority male workers divided by the total work **hours** of all workers, shown as a percentage.

8. Female Percentage ---------- The total work **hours** worked by all female workers divided by the total work **hours** of all workers, shown as a percentage.

9. Total Number of Employees ---------- The total number of all workers who are included in the reported work hours shown.

10. Total Number of Minority Employees ------- The total number of minority employees who are included in the reported work hours shown.

RMF/emv 1/9/01 S:\RFLETCHE\INSTRUCTIONS FOR FILING...

State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
Central Office ~ 450 Columbus Boulevard, Hartford, CT 06103
Promoting Equality and Justice for all People

POLICY CHANGE NOTICE REGARDING FAILURE TO SUBMIT CHRO FORMS AND CLOSURE DOCUMENTS

Effective June 1, 2017 if a company fails to submit the required forms (257, 257a, 257b, 258a, 259) after the Commission on Human Rights and Opportunities (CHRO) has sent a second request, the company's project file will be referred to the CHRO's legal unit to consider initiating a CHRO complaint of discrimination and/or noncompliance against the contractor or subcontractor.

Effective June 1, 2017 if a company fails to submit the required file closure documents (i.e. cover letter, Final 258a, Final Attachment III, lien waivers, substantial completion, etc.) after the Commission on Human Rights and Opportunities (CHRO) has sent a second request, the company's project file will be referred to the CHRO's legal unit to consider initiating a CHRO complaint of discrimination and/or noncompliance against the contractor or subcontractor.

For your information, when a noncompliance complaint or discrimination complaint against a contractor is initiated by the CHRO through its attorneys, the complaint is sent directly to the CHRO's Office of Public Hearings (administrative law tribunal) to commence a public hearing proceeding. Through this proceeding, a human rights referee (administrative law judge) will be assigned to the case and the case will proceed through the public hearing process which includes but is not limited to discovery of documents, motion practice, witness interviews and a public hearing/trial (administrative law trial).

After the trial is conducted and evidence is presented, the presiding human rights referee will determine whether there is noncompliance and/or unlawful discrimination. If the human rights referee decides that a contractor has engaged in unlawful discrimination and/or noncompliance, then the human rights referee is authorized to issue orders for various forms of penalties and fines and other ordered actions including but not limited to the state's retaining 2% of the total value of the contract and debarment of the contractor from participating in state contracting for two years, etc. Conn. Gen. Stat. §46a-56(c) and (d) and §46a-86 as applicable.

If you have other state contracts in progress or anticipate bidding on another state contract, we urge you to attend and bring a representative (who is responsible for the preparation of your company's Plan and/or submitting closeout documentation) to a CHRO Technical Assistance (TA) Session. Please let us know if you have questions so we can address them. TA sessions are held at CHRO's Central Office. You and your representative are urged to attend a TA session *prior to* your next Plan submission. To attend a contract compliance training please contact Jill Guerrera at (860) 541-3416 or jill.guerrera@ct.gov and register for the next or a future TA session.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT *(FORM chro cc-257)*	PROJECT AREA (MSA): 2. EMPLOYERS FEIN NO.	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____

GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report):	STATE AWARDING AGENCY:

5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										7. MINORITY PERCENT	8. FEMALE PERCENT	9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE							
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL																	

11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME, AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____OF_____

☐ **Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)**

Form CHRO 257

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT ***(FORM chro cc–257A)***	PROJECT AREA (MSA): 2. EMPLOYER FEIN NO.	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report):		STATE AWARDING AGENCY:	

5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) ***(please identify specific job title)***	6. WORK HOURS OF WORKERS ***(OTHER THAN TRADE WORKERS)*** EMPLOYED ON PROJECT												9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT	8. FEMALE PERCENT				
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
GRAND TOTAL WORKERS																	

11. COMPANY OFFICIALS SIGNATURE, PRINTED NAME, AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____

☐ **Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)**

Form CHRO 257a

SECTION 01 12 00 - CM SUMMARY OF WORK

This Summary of Work is intended to supplement the preliminary construction schedule which is also part of the construction documents for this project. Neither the preliminary construction schedule, nor this Summary of Work, identify every work item. Both documents are intended to identify the major work items and the time period which the work is to be performed. Any work item that is not specifically identified is to be performed in the normal sequence of construction as it relates to the work activities that are identified in the schedule and/or Summary of Work.

This project consists of the removal of acoustical ceilings, including all ceiling grid and attachments to drywall soffits and walls, in all locations shown on the drawings. The contractor shall provide laser scanning of all areas where ceilings have been removed and other areas as designated in the contract documents. This contractor shall also conduct surveys of existing conditions as described in Section 01 21 00 - Allowances.

All deliveries and construction personnel shall exit and enter the site and buildings through designated areas. The construction deliveries shall be made at the time listed in the Special Instructions. Emergency access out of the existing exterior doors in the construction area are to be maintained at all times unless other agreements have been made with the local Fire Marshal.

Smoking will not be permitted inside the school building or on the school grounds. Strict adherence to the smoking regulations will be enforced for the entire duration of the construction. There will be no radios allowed on the jobsite. There will be absolutely no fraternizing with the students by construction personnel. Anyone caught doing so will be required to leave the jobsite and will not be permitted to return. Such dismissal shall not give the contractor grounds for default or any other contract requirements, including the Construction Schedule. The Construction Manager will be issuing identification badges to all contractors who in turn will be required to have their employees wear the badges while onsite so all construction workers can be identified by any school personnel.

SECTION 01 21 00 - ALLOWANCES

Allowance Schedule

1. Each trade contractor shall include in their base bid the allowances set forth in the following table as it relates to their respective bid package. These allowances are to be used only for work determined by the Construction Manager to be above and beyond work already shown on or inferred by the Contract Documents.

1.01 – CORRIDOR CEILING REMOVAL				
Allowance No.	Unit Price Item No.	Description/Purpose of Allowance	Quantity	Unit
1	N/A	**Lump Sum Amount of $25,000.00 to perform tracing out** of mechanical piping, identify existing isolation valves, confirm locations of pneumatic lines, verify main distribution feeders and electrical circuit-by-circuit verification, confirm locations of all head-end equipment	1	LS
2	1	**1,000 LF of firestopping as specified in Section 07 84 13 that is required for sealing existing penetrations** in existing walls and floors for conduit, pipe and ductwork that are not included on the drawings.	1,000	LF

Procedure

1. When an allowance stipulates a given quantity, the allowance will be calculated as required by the unit price listed in the Form of Proposal. This unit price will be used to establish the allowance amount to be included in the Payment Application Schedule of Values and to adjust the allowance amount up or down by Change Order.

2. Overhead and profit for any and all allowances shall be included in the base bid of the trade contractor. Unless indicated as a lump sum allowance, Unit Prices or labor rates will be used to derive allowance values. The total cost of the allowance must be included in the base bid of the trade contractor responsible for the allowance.

3. The trade contractor shall include a separate line item for each allowance on their Schedule of Values and will be allowed to bill under these line items only when approved by the Construction Manager/ Owner.

4. When the trade contractor is directed by the Construction Manager to perform work under one of the assigned allowances, the trade contractor shall perform this work on a time and material basis. Refer to Specification 01 35 13 – General Administration Procedure for Project for additional information.

5. The trade contractor shall submit a PCO along with their pencil application for the billing period in which the work was done, or within 20 working days of when the work was performed, whichever occurs first. Signed time and material sheets, and material and rental invoices associated with the work identified on the time and material ticket(s), shall be submitted with the PCO.

6. When completing the time and material PCO, the trade contractor shall not include costs for incidental items such as small tools, as-builts, cleanup, safety, etc.

7. A single change order will be issued at project close-out to credit any unused portion of the allowance and document the scope of work performed.

END OF SECTION

SECTION 01 31 16 - COORDINATION DRAWINGS PROCEDURE

1. NARRATIVE

a. The importance of proper coordination of the mechanical, electrical and plumbing work with the structural and architectural elements of a building cannot be overstated. To this end, O&G requires all trade contractors whose work either intersects or is attached to other work to participate in the production of coordination drawings. This effort is required at the earliest stages of the project to limit conflict between disciplines, thus insuring an efficient productive installation of the collective work going forward.

b. While specific trades have defined requirements noted below, all trades will be required to participate and provide modeling and/or information during the coordination process as necessary to allow for accurate coordination.

2. DELIVERABLES

a. Upon receipt of the Limited Notice to Proceed (LNTP), CAD/Revit file can be obtain as appropriate from the Architect through the Construction Manager, each trade contractor shall sign an electronic document waiver, if required. *[Add if required] The HVAC contractor shall purchase the CAD/Revit files from the design team at the cost of $_____ lump sum.*

OR

Add language for model to be created by trade due to lack of files from design team.

b. The trade contractors shall be responsible to submit the following:
   1. Coordination Models - Models utilizing software that is compatible with Navisworks Manage. The Coordination Model is what will be used to conduct Clash Detection. Trade contractors shall provide Coordination Models as agreed upon at the previous Coordination Meeting (see Para 3.b).
   2. Sign-Off Models/Drawings – Models/Drawings that can be inserted in Autocad to create a Composite (2D Plot of all trades) Drawing that will be used for the creation of Sign Off Drawing. Final annotation shall be included on this model/drawing. The trade contractors shall prepare individual files and drawings of all congested areas including but not limited to mechanical equipment rooms, boiler rooms, penthouses, stage and any other specific areas requested by the Construction Manager.
   3. Contract Submittals - Trade Contractors shall provide all specified submittals outlined in the contractual documents. The Coordination Drawing Process does not replace any contractual submittal requirements.

c. The Construction Manager, after determining an area to be "Clash Free," shall create the Composite Drawing for sign off by all trades (2D Plot of all trades).

3. PROCESS

a. The Construction Manager will act as gatekeeper for this project. The Construction Manager shall incorporate models received from the Trade Contractors into the BIM model and conduct clash detection.

b. An FTP site will be provided by the Construction Manager for the duration of the project. The transferring of coordination drawings will be accomplished by using the FTP site created for the project. Instructions for access to the site will be provided after award of contracts. The Construction Manager shall be responsible for informing trade contractors when the initial models are posted to the FTP site. Each Contractor shall be responsible for submitting models to the FTP site in an agreed upon format. It is the responsibility of each Contractor to check the FTP site daily for updates to the drawing files after the initial notice of availability has been given by the Construction Manager.

c. The Construction Manager will prepare a Clash Detection Report and a federated model (NWD Format) noting conflicts that must be resolved between the respective work of each coordinating Trade Contractor during the weekly, or as needed, coordination meeting. The creation of this document does not relieve the trades from resolving and/or identifying clashes on their own.

d. When all work has been shown and signed off by the various trade contractors, the Construction Manager shall scan and upload the signed off drawing onto the FTP site. Each trade is responsible for printing of the signed coordination drawing.

e. Prior to the sign off of the roof MEPFP Coordination, the roofing contractor shall review and sign, accepting the MEPFP layout at no additional cost. Any items changed by the mechanical or electrical contractor for ease of installation causing additional costs by the roofing contractor will be borne by the contractor creating the change.

f. Any conflicts discovered in the coordination stages prior to Trade Contractor's sign off which cannot be resolved by the Trade Contractors shall be brought to the attention of the Construction Manager and Architect for immediate resolution.

g. After resolution of any such conflicts, and incorporation of such changes necessary, through the Construction Manager/design team, all piping and conduit locations shall be confirmed with the HVAC, Plumbing, Fire Protection and Electrical Contractors and the final coordination drawings showing all items listed above and the location of diffusers, sprinkler heads, speakers and smoke detectors shall be produced by the Construction Manager. Such acceptance shall be indicated by each trade contractor's required signature of said drawing.

h. Any conflicts discovered after coordination sign off and during the installation of the Work will be the responsibility of the respective Trade Contractor to resolve with the approval of the Architect, Owner and Construction Manager. Additional costs, if any, required to resolve any conflicts shall be solely the responsibility of the offending Trade Contractor.

i. Trade Contractors are required to accurately model all elements in their deliverables. Any element that was not accurately modeled and results in a conflict is the offending Trade Contractor's to resolve. Any additional costs required to resolve any conflicts shall be the sole the responsibility of the offending Trade Contractor.

j. Any work fabricated and/or installed prior to the completion of the coordination process is performed at the Trade Contractor's risk and compensation for time and costs incurred for corrections will not be allowed.

k. A signed copy of the coordination drawings shall be kept at the Construction Manager's field office for future reference in the event of conflict between the trades.

l. The Construction Manager shall make available an electronic signed copy of the coordination drawings to the drywall and acoustical contractors. These contractors shall not commence work in any space without referencing the signed coordination drawing.

4. REQUIREMENTS

a. The respective trade contractors shall furnish at a minimum but not limited to the following information to the Construction Manager:

1. The HVAC Contractor - size and exact proposed routing of all equipment, tanks, pumps, ATC Panels, ducts, piping, valves and fittings, diffusers, access panels, radiant heat tubing, the required clearance of all equipment, electrical associated with mechanical equipment and not included in the electrical model, and sizes of equipment pads.
2. Plumbing Contractor - size and exact proposed routing of all equipment, tanks, plumbing fixtures, pumps, roof drains and leaders, floor drains, waste piping, water mains, gas mains, valves, fittings and cleanouts, the required clearance of all equipment, electrical associated with plumbing equipment not included in the electrical model, and sizes of equipment pads.
3. Electrical Contractor - size and exact proposed routing of all electrical equipment, switchgear, panel boards, transformers, cable trays, low-voltage items assigned to the electrical scope of work, electrical conduits/MC Cable larger than 3/4 inches, electrical conduit racks, pull boxes, locations of all ceiling-mounted equipment, i.e. projectors, TV monitors, etc. and the required clearance of all equipment, recessed light fixtures, and sizes of equipment pads.
4. Fire Protection Contractor - size and exact proposed routing (in plan view) of all fire protection equipment, tanks, sprinkler mains and branch lines, valves and fittings, the required clearance of all equipment, and sizes of equipment pads.
5. General Trades Contractor - size and location of any equipment (including support) being provided that may be in conflict with new MEP systems, for example backstops, **[Edit per Project]** _____, overhead doors, stage curtains & rigging, projector screens, operable partitions etc.
6. Drywall Contractor - Size and location of all cold-formed metal framing and **[Edit per Project]** _____.
7. Structural Steel Contractor - Size and location of all structural support steel including but not limited to joists, trusses and decking.
8. Tele/Data/Communications Contractor - size and exact proposed routing of all equipment, panel boards, cable trays, conduits, conduit/cable racks, pull boxes, locations of all ceiling-mounted equipment, i.e. projectors, TV monitors, etc., low-voltage items assigned to the scope of work and the required clearance of all equipment.
9. Security Contractor - size and exact proposed routing of all equipment, panel boards, cable trays, conduits, conduit/cable racks, pull boxes, locations of all ceiling-mounted equipment, low-voltage items assigned to the scope of work and the required clearance of all equipment.
10. Fire Alarm Contractor - size and exact proposed routing of all equipment, panel boards, cable trays, conduits, conduit/cable racks, pull boxes, locations of all ceiling-mounted equipment, low-voltage items assigned to the scope of work and the required clearance of all equipment.
11. **[Edit per Project]** _____ **(any other trades).**

b. [INSERT FOR PHASED RENOVATION] Trade Contractors are required to conduct all field investigation and verification of existing work required for accurate modeling/drafting of their

scope of work. Lack of field investigation/verification shall not impact the coordination schedule. Investigation shall be performed while school is not in session.

c. [INSERT FOR PHASED RENOVATION] Trade Contractors are required to model/draft existing to remain, phased demo and temporary elements related to their scope of work. These elements shall be easily identifiable element in their model either by separate file or by element information. The intent is to model existing elements that will impact coordination due to phased renovation.

d. Each trade contractor shall include, in their base bid, costs it deems necessary to meet the requirements of its contract scope of work, but at a minimum each, each trade contractor shall include in his Schedule of Values on his monthly pay application a single line item for coordination work. The minimal value of that coordination line item shall not be less than:

Contracts Valued At	Coordination Line Item Minimum Value
Less than $1,000,000	1.5% of total contract value
Greater than $1,000,000	1% of total contract value

Each trade contractor is reminded to increase the value of this line item if, in his opinion, the minimal value is insufficient to accomplish the work as herein stated. Payment on this line item will not be made until coordination drawings are completed.

e. **[Enter if 3D scan to be performed for Project]** The HVAC Contractor shall perform a 3D Laser Scan of the **[Indicate areas to be scanned]** _Auditorium, Gymnasium_____. From the point cloud, the HVAC Contractor shall **[model *or* modify the architectural and/or other models provided by the design team to reflect existing conditions]** (in Revit). In addition to the model(s), the HVAC contractor shall transmit the 3D Scan point cloud (photo realistic with RGB Values) in .pds or .pdx and .rcp format to the Construction Manager.

5. COORDINATION MEETINGS

a. The meetings will generally be held in the Construction Manager's home office located in Torrington, Connecticut, the Construction Manager's Field Office onsite or as a virtual meeting. The Construction Manager shall invite the Architect and Engineers to attend the meeting. Each trade contractor shall bring a computer to the coordination meetings with their respective model so that modifications can be made at the meeting. At the end of every meeting, the Construction Manager and the trade contractors will create an upload schedule for the next meeting.

b. A BIM Execution Plan (BIMxP) will be distributed at the kick-off meeting, which will be used as a basis for specific requirement. All Trade Contractors shall include in their base bid attending a minimum of one coordination meeting every week, or more as needed to meet schedule, or as long as required to complete the coordination process. These meetings will be led by the Construction Manager and all contractors involved in the coordination effort **must** attend.

c. Attendees must include the draftsperson and the project manager of the company involved and must be able to make decisions and commitments that can be relied upon.

6. SCHEDULE

a. It is the Construction Manager's intention to complete coordination as fast as possible. Trade Contractors shall make sure that all required investigation/verification, submittal approval, etc. are completed so as not to delay the coordination process.

b. At the MEPFP Coordination Kick Off Meeting, the Construction Manager will facilitate the Trade Contractors jointly to prepare a detailed coordination drawing schedule in table form. This schedule shall be broken down by phase/area and shall match the phasing schedule prepared by the Construction Manager. Once this schedule has been prepared, it shall be distributed to all involved trade contractors for their approval. The Trade contractors have five (5) working days upon receipt of this schedule to request revisions or modifications to this schedule.

c. If the Construction Manager does not receive any comments within this five (5) day period, it will be assumed that the trade contractor has accepted this schedule and is bound to the dates and durations listed. It is the intent of the Construction Manager to set an aggressive schedule for completion of coordination drawings. It is the Trade Contractors' responsibility to produce a coordination process schedule that fits into the milestone dates for coordination shown in the bid documents.

d. **[Enter if 3D scan to be performed for Project]** Within twenty (20) working days of receipt of a LNTP, the HVAC contractor shall submit all 3D laser scan deliverables to the Construction Manager as described above.

7. NON-PERFORMANCE

a. Failure to comply with any portion of this coordination specification will subject the offending trade contractor to a $1,000.00 fine and the withholding of monies against the coordination line item as established in Item 4 above.

b. Failure to comply in providing the upload schedule agreed upon at the Coordination Meeting will result in a $1,000.00 a day fine per model and the withholding of monies against the coordination line item as established in Item 4 above.

c. Should the Construction Manager, at his sole discretion, find it necessary to act on behalf of the offending trade contractor in carrying out that trade contractor's coordination obligations under this specification, it may do so after notifying the offending trade contractor, notwithstanding any differently notice provision, within 24-hours of the non-compliance. The cost of such action, plus a change order processing fee of $500.00, will be assessed against the offending trade contractor's contract. Notification will be deemed to be sufficient when sent, in writing, via fax or by e-mail.

8. SUMMARY

a. It is not the intention of the Construction Manager to act punitively and adversarial in regards to coordination, but rather to strongly impart on each trade contractor the importance of timely and proper coordination and its positive effect on the project.

b. The cooperation of each trade contractor in fulfilling these project requirements are both appreciated and expected as the project is a reflection on all those who participate.

END OF SECTION

SECTION 01 35 13 – GENERAL ADMINISTRATIVE PROCEDURES FOR THE PROJECT

1. GENERAL

a. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract and the entire Division 01.

b. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like are required to familiarize themselves with said provisions.

c. Definitions as apply to "Contractors", involved with the work of this Project are as follows: "The Contractor", "Contractor", "Trade Contractor" or "Respective Contractor" means that Contractor normally responsible for that work referenced unless specifically assigned otherwise.

d. The successful bidder shall be responsible for purchasing any required sets of project documents. The Owner will not be providing any sets of project documents.

e. It should be understood that the project will be executed under the direct control of a Construction Manager who will enter into a contract with each of the successful bidders (Trade Contractor) for each Bid Package. The Construction Manager will assist the Trade Contractors with the coordination of their work with other Trade Contractors.

2. CORRELATION OF DRAWINGS AND SPECIFICATIONS

a. In general, the Specifications will describe the "quality" of the work and the Drawings, the "extent" of the work. The Drawings and Specifications are cooperative and supplementary, however, each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.

b. Where a conflict occurs between or within Standards, Specifications and Drawings, the more stringent or higher quality requirements shall be assumed to apply, notwithstanding the Architect's final decision as to which stipulation will provide the best installation and will be most consistent with design intent.

3. CONTRACT

a. The Owner will award separate Trade Contracts for this project to complete all work as indicated and specified.

b. All Trade Contractors shall cooperate with the Contractors for any separate Contracts that the Owner may award.

4. CERTIFIED PAYROLLS

a. In accordance with applicable laws, certified payrolls and compliance statements are required to be submitted weekly to the contracting agency. Each Trade Contractor shall submit certified payrolls (one (1) original and two (2) copies) and compliance statements for all of their work force, including subcontractors, each week to the Construction Manager. Monthly Pay Applications will not be processed or approved unless certified payrolls and compliance statements are current.

b. Weekly Payroll Copies of OSHA 10 student course completion cards for every employee performing manual labor at this project are to be submitted at the same time as the Payroll Certification for Public Works projects - Weekly Payroll. See Public Act and Informational Bulletin included in Section 00 73 43 - Wage and Hour Rates.

5. BACKGROUND CHECK OF WORKERS – Security Check Fee

a. Upon receipt of the Limited Notice to Proceed, and as a condition of the execution of a contract with O & G Industries, Inc., the contractor shall provide the following information on ALL employees who will be on site for any reason during the Project. The specific form to be signed is attached in this specification section.

   i) Company Name (vendor, subcontractor or contractor)
   ii) Employee Legal Name
   iii) Address
   iv) Date of Birth
   v) Social Security Number

b. This information is to be emailed or faxed by the contractor directly to GoodHire at support@goodhire.com or fax to 650-362-1933. It is suggested that the contractor send in the names all together. Contractor will be billed directly by GoodHire for a company set-up fee of $49.00 and $29.00 per employee. **Contractor shall include these costs for the security check in their base bid proposal.** Security check is for disclosure of any and all felony criminal convictions including but not limited to any sex offender registry postings; it is not a credit check. The Owner retains the exclusive right to reject a contractor's employee.

c. **An O&G-issued ID badge is required to enter the project site. Employees who have not been issued a badge or who are not wearing their badge shall not be allowed on the site. Contractors should allow a two week (14 days) period for this security check. Contractor is responsible for any delay due to not having sufficient and qualified personnel on the project as a result of not providing the required information in a timely manner.**

6. CONTRACTOR REQUIRED SUPERVISION

a. All contractors shall maintain full-time supervision at the jobsite during any time in which their employees or subcontractors are on site or involved on the project. The supervisor will be responsible to attend all Coordination Meetings as scheduled by the Construction Manager's Project Manager and is required to have the authority to make decisions. This supervisor shall be equipped with a cellular phone for communication with O&G Industries and other trades.

b. Each trade contractor's supervisor will provide O&G's superintendent a copy of their Daily Field Report. The Daily Field Report shall indicate workforce manpower, quantities, equipment, scope of work and work completed as it relates to location of work, job schedule, job conditions, etc. This report will list each employee on site by name, where they worked and what tasks they performed. This report must be submitted no later than 10:00 a.m. the following day. Failure to submit a report will result in a $100.00 fine.

c. Regarding Sub-trade Contractors, the Construction Manager may, at his sole discretion, refuse a Sub-trade contractor's site access when their respective trade contractor's supervision is not on site or, the Construction Manager may allow the sub-trade contractor to work, but the respective trade contractor will be charged a non-negotiable supervision charge of $120.00 per hour for each hour the Sub-trade contractor is on site.

d. All communication, oral or written, shall be through the Construction Manager. There shall be no direct contact with the Architect or Engineer unless approved by the Construction Manager.

e. All materials being furnished for this project to be installed by another trade contractor shall be delivered to the jobsite at a location to be determined by the Construction Manager.

f. Each contractor shall be responsible for understanding the occupational classifications (refer to Department of Labor Informational Bulletin included in Section 00 73 43) of the work to be performed within their assigned scope and shall include all costs associated with employing the correct classification of worker and for paying the correct prevailing wage. For example, each trade contractor responsible for patching partitions/ceilings shall employ workers who specialize in this work to perform all required patching, e.g. mason to patch masonry, carpenter and taper to patch drywall and lathers to patch plaster.

7. JOB MEETINGS

a. Job meetings will be held at the jobsite weekly unless otherwise designated by the Construction Manager, Owner or by the Architect.

b. The project manager and his field superintendent are required to attend job meetings. In addition, the subcontractors or vendors whose presence is deemed necessary by Construction Manager shall attend the job meeting as well as requested. Refer to other specification for other meeting attendance requirements.

c. All decisions, instructions and interpretations agreed upon at such meeting will be recorded by the Construction Manager and furnished to each Trade Contractor.

8. SAFETY

a. All Trade Contractors shall comply with the "General Safety and Health Procedural Regulations" included as Rider B in Section 00 5200 and O&G's Health and Safety Manual which is posted with the Bid Documents.

b. All Trade Contractors shall review with the Poquonnock Bridge Fire Marshal all conditions and requirements for storing flammable materials on-site and strictly comply.

c. All contractors shall be required to complete a Job Safety Task Analysis (JSTA) form on a daily basis for each task activity being performed on this project. JSTA's are to be turned in daily to the O&G superintendent by 7:30 AM. Failure to provide said forms daily will result in a $100 fine.

9. WATER INSTRUSION AND MOLD PREVENTION AND MANAGEMENT

a. All trade contractors, and their subcontractors, involved in the construction, modification, repair, and/or renovation of a building(s) are responsible during the contract period of construction including warranty for preventing and protecting occupants, employees and property from the perils of water intrusion and for the remediation of water intrusion, mold, fungus, and mildew, including all safe and acceptable work practices, as it pertains to their work should intrusion occur. Compliance shall be monitored and, where necessary, enforced by the onsite O&G project management team.

b. It is imperative all building materials be kept dry and protected from the elements. Materials received on site, whether immediately installed or stored for future installation are required to be inspected on a regular basis to insure they do not exhibit deleterious effects from the environment. Any material exhibiting such effects such as but not limited to rust, mold, fungus, etc. are subject to rejection by the O&G project management team.

c. Because mold spores are present everywhere and cannot be totally eliminated from the environment under normal circumstances, one key to preventing problematic mold growth in structures is to prevent the spores from contacting water. In the event water infiltrates the structure and/or materials to be used in the structure, it is incumbent upon that affected trade contractor to respond within 24

hours to manage the water intrusion and impacted material. If water is allowed to remain in contact with mold spores for longer than this period, problematic mold growth can occur. The responsible, causing or negligent contractor, as determined by the O&G project management team, shall be responsible for the immediate remediation, cleanup, drying and/or replacement of affected areas, materials and/or structures. The moisture controls to be utilized by the contractors during the various construction phases are to be reviewed and approved by O&G Industries.

10. PROJECT MANAGEMENT AND FIELD QUALITY CONTROL

a. All contractors shall be aware that Aconex Project Management and BIM 360 Systems' Field Management will be utilized for this project.

b. All trade contractors shall participate in BIM 360 Systems' Field Management – a field documentation and quality control program established to increase the quality of work in place, increase field personnel productivity and expedite the project close-out phase through reduction of punch lists.

c. With BIM 360 Field Management, trade contractors will:
   - Access project documents from mobile devices
   - Receive notification of work requiring completion or correction
   - Notify the CM that work is ready for inspection

d. All trade contractors shall participate in Aconex Project Management – Project Management program established to facilitate collaboration, communication and documentation with all team members to increase project efficiency and accountability.

e. With Aconex Project Management, trade contractors will:
   - Submit and receive all project communications through the Aconex mail module
   - Submit RFIs and review responses
   - Submit trade contractor daily reports
   - Submit all shop drawings, product data, close-out documentation and other required submittals
   - Receive project notifications as deemed necessary
   - Use any other Aconex module as required by the Construction Manager

f. There are no licensing, subscription or monthly service fees or charges to be paid by this contractor for using Aconex Project Management/BIM 360 Field. Internet access is required for access to Aconex and BIM 360 Field Management and mobile devices with internet access are required for access to Aconex and BIM 360 Mobile.

g. Each trade contractor shall have a full-time on-site representative who is equipped with an Apple iPad, loaded with Aconex and BIM 360 Field. Each trade contractor shall be responsible for updating/upgrading their iPad to ensure that all functions of Aconex and BIM 360 Field can be utilized. Each trade contractor shall sync with the Aconex and BIM 360 Field database daily to ensure up-to-date information is utilized.

h. All participants must have a valid e-mail address to access Aconex and BIM 360 Field. Trade contractor representatives who are participating in Aconex and BIM 360 Field will receive an e-mail notification when an issue has been assigned to their company. Trade contractors are required to respond to all issues within Aconex and BIM 360 Field by the due date specified for each particular issue. Issues that are not resolved by the specified due date will be assessed as they relate to progress billings for the assigned trade contractor.

i. Using Aconex and BIM 360 Systems will ensure high-quality work with minimized corrections which, in turn, will shorten the project close-out phase and expedite the release of retainage payments to trade contractors. Consequently, failure to actively participate when using the Aconex and BIM360 system will expose the trade contractor to longer payout and closeout periods.

11. SUBMITTAL PROCESS

a. Trade Contractors shall submit submittals to the Construction Manager via the Construction Manager's Aconex Project Management program. The Construction Manager will return all submittals via the Construction Manager's Aconex Project Management program.

b. Trade Contractors shall submit/package submittals according to their submittal schedule. Each submittal is required to have Construction Manager's Submittal Cover Page filled out completely. If submittal is not submitted/packaged per submittal schedule and/or include a completed Construction Manger's Submittal Cover Page, the submittal will be rejected by the Construction Manager and returned to the Trade Contractor for resubmission. Trade Contactor is responsible for any schedule impact that results from improper submission of submittals.

c. Any shop drawings with paper sized larger than 11"x17" shall be submitted in PDF format and two (2) hard copies for review. Trade Contractor shall provide one (1) hard copy of Record Shop Drawings for Shop Drawings on larger than 11"x17" paper.

12. PAYMENT PROCESS – Usage Fee

a. O&G has chosen Textura Corporation to facilitate invoicing with an easy-to-use automated payment processing service. Using Textura's service gives each trade contractor:
   - Automatic generation of your AIA G702/703 invoices and lien waiver documents.
   - E-mail notification as the draw progresses.
   - Immediate feedback if your invoice is questioned.
   - Notification when you will be paid.
   - Faster, direct electronic payments – No need to go collect your check.
   - Unlimited training and support for all users.

b. This service will decrease payment time, significantly ease the paperwork burden, eliminate rework and reduce requisition processing time. As your first draw date for submitting a requisition on this project approaches, you will receive an e-mail inviting you to join Textura. Simply follow the instructions in the e-mail to set-up your user name and password to activate your account.

c. Unless otherwise directed or authorized in writing by the Construction Manager, all Applications for Payments and all supporting documents (including but not limited to lien waivers, sworn statements and the like) for the trade contractor shall be in electronic format and shall be submitted to the Construction Manager using Textura Construction Payment Management (CPM). **The trade contractor shall be responsible for the lump sum Usage fee to be paid directly to Textura.** The Usage fee is calculated as 0.18% (18 basis points) of the contract value, with a minimum fee of $50.00 and a maximum fee of $2,500.00 per contract. There is no Subscription fee to be paid by this contractor for using Textura. This Textura Usage fee will be deducted from the trade contractor's initial Application for Payment.

d. The benefits of this automated payment application generation and payment will significantly outweigh the costs. For more information, see the attached Textura CPM Overview. You can also find more information about Textura on their website at www.texturacorp.com or by calling 1-866-TEXTURA (866-839-8872).

e. Payment Application Procedures

i) The documents required to be submitted are:
(1) Schedule of Values (SOV)
(2) Applications for Payment (Requisitions)

ii) The following items are required to be submitted with each trade contractors pay application on a monthly basis. The contractor fully understands that their monthly payments will not be processed until such time as all items listed below are received and accepted by the Construction Manager:
(1) Summary Log of all approved change proposals and pending change proposals.
(2) Material Status Log (see attached form contained in Section 01 35 13).
(3) Schedule update.
(4) Updated As-Built set – required by the sitework and MEP trade contractors.
(5) Updated Commissioning Report.

iii) Each Trade Contractor shall establish an agreed to Schedule of Values (SOV) with the Construction Manager and enter it online as described within this specification section. This will be used each time a monthly pay application is submitted.

iv) The trade contractor shall show separate line items for each item of work that can be deemed eligible or ineligible for reimbursement by the Department of Administrative Services, Office of School Construction Grants & Review. The determination of whether an item is to be reported as eligible or ineligible will be made by the Architect and the Construction Manager when the trade contractor is preparing the initial schedule of values for approval. The trade contractor must then report costs attributable to eligible and ineligible items whenever they submit an application for payment. All allowances shall be listed separately on each Trade Contractor's SOV. The Architect and Construction Manager will determine what portion of the allowance payment amount shall be listed as eligible or ineligible on the Trade Contractor's requisition.

f. Each trade contractor will be required to provide a complete breakdown of material costs and indicate the source of supply for each material for High Performance Building tracking purposes. This shall be submitted with the trade contractor's first application for payment.

g. The successful bidder will be required to provide the High Performance Building submittals required by their assigned specification sections. The submittals shall be submitted with the contractor's product submittals.

13. SCHEDULE OF VALUES

a. All Trade Contractors shall include in their Schedule of Values individual line items for each of these items of work: Warranties; O&M Manuals; Shop Drawings and Submittals; Clean-up (interim/phase and final); Scheduling, Lean and Pull Planning; BIM/Coordination participation and submittals; As-Built documents. No monies will be paid to the trade contractor until all requirements of the respective items of work have been approved and accepted to the satisfaction of the Construction Manager or the approving authority.

b. The Minimum Calculated SOV (Schedule of Value) is a percentage of the trade contractor's total value of their awarded contract. The Minimum Calculated SOV are to be applied to the following work items: Warranties; O&M Manuals; Shop Drawings and Submittals; Scheduling, Lean and Pull Planning; As-Built documents.

Value of Contract	Minimum Calculated Value of Line Item
Less than $1,000,000.00	.5% of total contract value
Over $1 mil. to $5 million	.375% of total contract value
Over $5 million	.25% of total contract value

c. Clean - up (interim/phase and final) and BIM/Coordination participation and submittals' calculated value is found within their respective specification sections.

d. Each trade contractor is reminded to increase the value of these line items if, in his opinion, the minimal value for payment purposes is insufficient to accomplish the work as herein stated.

14. EXTRA WORK

a. At times, a trade contractor may be directed to perform work on a time and material basis. This work may include but not be limited to allowance work, disputed work, additional scope items requested by the Owner for which a lump sum amount has not been agreed to, work that is back-chargeable to another trade contractor or additional work requested by the Construction Manager that is not billable to any other party.

b. Any Time and Material slip brought forth as a result of the aforementioned directive will only be considered when the work on the said slip has been previously authorized in writing by the Construction Manager. Each Time and Material slip is to be presented by the trade contractor to the Construction Manager on the **same** day the work was performed on the said slip. T&M slips submitted later than the day the work was performed will not be accepted. **There are no exceptions.** If the work requested spans a period greater than one day, then a separate T&M slip is required for each day.

c. Time and material slips need to include employee name and craft (apprentice if applicable). All ticket work must be priced and returned to the Construction Manager within **thirty (30) calendar days** of the work being performed. **Failure to submit pricing within this time frame will result in the time and material slip and associated pricing being subject to penalties, discounts and/or recalculation, commensurate with the loss of reimbursement the Municipality would have otherwise received had the pricing of the slip been submitted within the time period noted herein.**

d. Be warned, any work performed for which a Time and Material slip is completed by the Trade Contractor in which the Trade Contractor has not been expressly authorized to perform said work by the Construction Manager is done solely at the Trade Contractor's expense as there will be no compensation for said slips or work.

e. Notwithstanding any language to the contrary either within the contract or noted on any Trade Contractor time and material/extra work order slip, the Construction Manager's sign-off on a time and material slip is for the verification of time and material expended and does not constitute acceptance of a change in or an alteration to the contract until such time as said ticket is vetted for that purpose.

f. All contractors shall note that when submitting change order requests the cost of the payment and performance bond is not to be included in the individual change order request. Any additional bond payments requested by the trade contractor due to any increases in their trade contract sum must be submitted as a separate change order at the completion of the project. The contractor must produce an original invoice from their bonding company for any increases paid beyond the original bond as a result of the sum of all added work, and this information will used as the basis for this change order. Overhead and profit will not be allowed on this additional bond cost.

g. All contractors shall note that when preparing change orders for time and material work, all costs for small tools are included in the overhead and profit percentages allowed by contract. Small tool allowance is not to be added as a separate percentage. Any specific equipment rented for the time and material work can be billed based on invoices for the rental of the equipment. A small tool shall be defined as a tool with a replacement value of $1,500.00 or less and shall consist of tools used on a daily basis in the normal performance of their work and shall include items such as extension cords, ladders, hoses, etc. All contractors must submit the rental rate of equipment with a value over $1,500.00. Rental tickets from the rental company must accompany all extra work.

h. When pricing change order work, the trade contractor shall not include separate costs for incidental labor items such as as-built drawings, clean-up, safety, mobilization, or for office or field supervision i.e. superintendent, project manager, detailer etc. These items are to be included in the allowed percentage for overhead and profit.

i. All change order requests shall be submitted to the Construction Manager within seven (7) calendar days of issuance of the Request for Proposal or RFI response. Contractors shall notify the Construction Manager of any pending change within three (3) business days. These time frames will allow for processing and submission to the architect to meet the requirements of Specification Section 01 2600 and 01 3100. Trade contractors are responsible for all other requirements included in these sections as they relate to the initiation, content and processing of requests for additional compensation. At the sole discretion of the Construction Manager, all changes in the work identified and required to be completed immediately shall be performed on a time and material basis due to the time constraints of the work schedule.

j. At the sole discretion of the Construction Manager, all changes in the work identified and required to be completed immediately shall be performed on a time and material basis due to the time constraints of the work schedule.

15. BENEFICIAL OCCUPANCY

a. The Owner reserves the right to occupy any portion of the building and/or site which is deemed suitable for occupancy as mutually agreed to by Owner, Architect, Construction Manager and the Authority Having Jurisdiction prior to the completion and acceptance of the project.

b. It shall be mutually understood and agreed that such occupancy does not relieve any Trade Contractor from completing the work within the time period specified. Further, such occupancy shall not determine that substantial completion and performance has been reached.

c. Prior to such occupancy, however, the Architect and the Construction Manager will inspect the portions of the building to be occupied and will prepare a punch list or omissions of materials, faulty workmanship or any items to be repaired, torn-out or replaced.

d. The Owner will assume responsibility for damage to any items not on said punch list when such damage is due to greater than normal wear and tear. In no such instance will the Owner assume responsibility for improper or defective workmanship or materials.

16. PROJECT CLOSE-OUT

a. Each Trade Contractor shall remedy all punchlist items within thirty (30) calendar days of issuance of said list or in the time frame prescribed in the contract schedule, whichever is shorter. If a Trade Contractor is unable to remedy any item due to occupancy by the Owner, then those items must be remedied during non-occupancy hours, including, but not limited to, 2nd shift, 3rd shift, weekends and holidays. If any punchlist item is not remedied in accordance with the above provisions, the

Construction Manager will provide notice, giving the Trade Contractor 48 hours from receipt of notice to remedy the incomplete items. All items remaining incomplete past the 48-hour provision noted herein will be completed by the Construction Manager, the cost of which will be deducted from any amounts due the Trade Contractor.

b. Notwithstanding any language to the contrary, no retainage will be reduced/released until all punchlist items are complete to the satisfaction of the Construction Manager.

c. The trade contractor shall identify on the submittal the quantity(ies) of attic stock required to be submitted per the technical specifications. All attic stock requirements are to be fulfilled with initial deliveries of materials for each phase of the project to ensure a consistent dye-lot is maintained.

d. Operations and Maintenance Manuals shall be submitted electronically and in accordance with Section 01 78 23 and any applicable technical specification sections. The initial submission shall be made no later than sixty (60) calendar days after the phase submittal(s) packages have been approved, or as directed by the Construction Manager. No monies will be paid to the contractor until all required Operations and Maintenance Manuals have been approved and record copies received.

e. Warranties and Guarantees shall be submitted electronically and in accordance with Section 01 78 30 for review no later than sixty (60) days after receipt of approved submittal(s). No monies will be paid to the trade contractor until all required Warranties have been approved and accepted.

f. Upon request of the Owner, and prior to the expiration of one year from the date of substantial completion for each phase, the trade contractor shall, without additional compensation, attend a meeting with the Construction Manager and the Owner to review the facility operations and performance.

END OF SECTION

Project Material and Equipment Status Report

Updated Monthly by Trade Contractors As Part Of Their Monthly Payment Application Process

Date: _____

(Used For Tracking Cr (Used For Tracking Critical Key Items Such As Long Lead, Specialized and Customized Items)

Project Name: _____ **Bid Package : Bid Package # & Name:** _____

Project Number: _____ **Prime Contra Prime Contractor Name:** _____

Item Description	Supplier's Name	Phone / Contact	Spec Section	Expected Submittal Submission	Submittal Release	Fabrication		SCHEDULE Delivery Date		
						Start	Complete	Scheduled	Last Promised	Actual Delivery

STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-233c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y ☐ N ☐ Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer "no" if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y ☐ N ☐ Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the "department"), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y ☐ N ☐ Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – "any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student." Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – "abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a." Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

Contractor Disclosure, Authorization & Consent for the Procurement of Consumer Reports

Section I: Disclosure

O&G INDUSTRIES, INC. (the "Company") may request background information about you from a consumer reporting agency in connection with your contractor application and for contracting purposes. The report ordered is defined by the Fair Credit Reporting Act (FCRA) as a Consumer Report, and all inquiries are limited to information that affects contractor performance and the Company. It is conducted in accordance with applicable federal and state laws including the FCRA. The screening will be conducted by an outside agency — **GoodHire, LLC. – Address: P.O. Box 391403 Omaha, NE 68139 | Phone: 1-888-906- 7351 | Fax: 650-362-1933 | Email: support@goodhire.com**. As a result, GoodHire may obtain a Consumer Report on you as a contractor or during contracting.

A consumer report is a compilation of information that might affect your contract. The scope of the report **may** include information concerning your driving record, civil and criminal court records, credit, drug screening results, worker's compensation record, education, credentials, identity, past addresses, social security number, previous Companies and personal references.

Should an Company rely upon a consumer report for an adverse action, the FCRA mandates you be provided with a copy of the consumer report and a summary of your rights. An adverse action is defined as "a denial of an application for contracting or any other decision for contracting purposes that adversely affects any current or prospective contractor."

Section II: Authorization and Release

I have carefully read and understand this Candidate Disclosure, Authorization & Consent for the Procurement of Consumer Reports form and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to the release of consumer reports and investigative consumer reports prepared by a consumer reporting agency, GoodHire, LLC., to the Company and its designated representatives and agents. I understand that if the Company accepts me, my consent will apply, and the Company may obtain reports, throughout my employment. I also understand that information contained in my job application or otherwise disclosed by me before or during my contracting, if any, may be used for the purpose of obtaining consumer reports and/or investigative consumer reports. By my signature below, I authorize law enforcement agencies, learning institutions (including public and private schools and universities), information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present Company, the military, and other individuals and sources to furnish any and all information on me that is requested by the consumer reporting agency. By my signature below, I certify the information I provided on this form is true and correct and will be valid for any reports that may be requested by or on behalf of the Company.

☐ **I authorize GoodHire and its agents to contact my current employer if necessary to verify my current employment status.**

Contractor Name: _____ **Contractor Email:** _____

Contractor Signature: _____ **Date:** _____
MM/DD/YYYY

☐ If you are resident of, or performing jobs located in, California, Minnesota, Oklahoma, Massachusetts or New York, check this box to receive a free copy of any Consumer Report, Investigative Consumer Report or Credit Report from GoodHire electronically. For a paper copy, contact GoodHire at 1-888-906-7351 or support@goodhire.com.

Section III: Additional State Law Notices

If you reside in, or are seeking work in any of the following states, please review these additional notices:

California: You have the right to view your file that a Consumer Reporting Agency holds. By providing proper identification and duplication cost, you may obtain a copy of this information in person at the Consumer Reporting Agency's regular business hours and after providing reasonable notice for your request. Additionally, you can make the same request via mail or over request a summary of the file over the phone. The Consumer Reporting Agency can assist you in understanding your file, including coded information. You are allowed to have one additional person an Company you so long as they provide proper identification.

Maine: You have the right to ask and know whether a Company ordered a background check on you. You can request the name, address, and telephone number of the nearest Consumer Reporting Agency office. Your request will be processed and sent to you in 5 business days.

Massachusetts: You have the right to obtain a copy of any of your consumer reports that your Company has ordered on you by contacting the Consumer Reporting Agency for a free copy.

New York: By submitting a written request, you can learn whether a Company has run a background check on you. You are allowed to inspect and order a copy of the report by directly contacting the Consumer Reporting Agency. If you have been convicted of one or more criminal offenses, you can request the Company to provide a written statement declaring the reasons for the refusal of hire. This statement must be provided to you within 30 days of your request.

Washington State: After submitting a written request and waiting a reasonable amount of time after receiving the disclosure, you have the right to receive a complete and accurate disclosure of the nature and scope of any "investigative" consumer reports requested by an agency. The Washington Fair Credit Reporting Act requires Consumer Reporting Agencies to provide you a summary of your rights and remedies upon request. Any information requested by a Company that deals with credit worthiness, credit standing or capacity is justified in order for employers to evaluate whether you present a risk for theft or dishonest behavior for the job you are being considered for.

Section IV: A Summary of Rights Under The FCRA

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You many limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	PLEASE CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Contractor Background Check Form

Company Name: _____ **Date** _____

Employee Information

Full Name: _____
Last *First* *Middle*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Birth Date: _____ Driver's License #: _____
mm/dd/yyyy *State* *Number*

Employee Information

Full Name: _____
Last *First* *Middle*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Birth Date: _____ Driver's License #: _____
mm/dd/yyyy *State* *Number*

Employee Information

Full Name: _____
Last *First* *Middle*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Birth Date: _____ Driver's License #: _____
mm/dd/yyyy *State* *Number*

Employee Information

Full Name: _____
Last *First* *Middle*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Birth Date: _____ Driver's License #: _____
mm/dd/yyyy *State* *Number*

Employee Information

Full Name: _____
Last *First* *Middle*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Birth Date: _____ Driver's License #: _____
mm/dd/yyyy *State* *Number*

Textura
Construction Payment Management®

Textura®–Construction Payment Management™: Work Faster and More Efficiently

What Is Textura-CPM™?
Textura-CPM is an Internet-based construction invoicing and payment solution. With the Textura-CPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, Textura-CPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, Textura® has revolutionized the construction payment process. Thousands of subcontractors currently use Textura-CPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically
Textura-CPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.
- Invoices are created by simply entering a percent complete or dollar value by line item of your budget.
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery.
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error.

Receive Payments via ACH
Textura-CPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.
- ACH will deliver funds faster than a manual check. Payments are made through Textura-CPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- Textura-CPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens
Textura-CPM offers complete visibility throughout the draw process and notifies users of critical events.
- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online
Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. Textura-CPM will store these documents for a minimum of ten years.
- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated.

What Does It Cost to Use Textura-CPM?
- **0.18% of contract value**
  - Minimum – $50
  - Maximum – $2,500
  - Sub-tier subcontractors – $100
- **Payment Methods**
  ACH (default) or Credit Card (2.5% processing fee)
- **Deferral (Optional)**
  If the usage fee exceeds $250, you may pay $250 upfront and the remaining balance will be paid with your first draw payment. A $45 deferral fee applies.
- **Annual Subscription (Optional)**
  - Covers unlimited use of Textura-CPM
  - Payable in advance for 12 month period
  - Contact Textura to discuss this option

Note: A Service Fee of $22.50 will be added in the event that the usage fee cannot be collected successfully from your bank account or credit card. This is commonly due to a 'debit block' on the bank account.

Technical Requirements:
Textura-CPM is completely web-based—there is no software to install. Users need only:
- Internet access (high-speed recommended)
- Email address for each user
- Adobe Acrobat Reader 6.0 or higher (free download).

Free Training & Support:
Textura supports your training needs with:
- Free webinars available through Textura's website
- Computer-Based Training (CBT) modules
- Individual training by phone
- Classroom training where available.

Support representatives are available to answer your questions at 866-TEXTURA (866-839-8872). Visit the Textura website at www.texturacorp.com.

SECTION 01 50 00 – CONSTRUCTION CONTROLS AND TEMPORARY FACILITIES

GENERAL

a. The Figures, Drawings, General Conditions, Supplementary General Conditions and Division l, General Requirements, are a part of this Section and shall be binding on the contractor and/or subcontractor who performs this work. Note also all Addenda.

SCOPE OF THE WORK

a. Trade contractors shall provide each and every manner of temporary structure and means of operation as required and herein specified to expedite construction phases properly and safely:

1. Temporary Field Office Buildings
2. Storage Facilities and Parking
3. Weather Protection
4. Temporary Water Service
5. Temporary Electrical Service
6. Temporary Sanitary Services
7. Temporary Telephone, Data and Internet Access Service
8. Temporary Fire Protection
9. Scaffolding and Staging
10. Security
11. Lifting Devices and Hoisting Facilities
12. Survey
13. Fire Alarm and Fire Protection Maintenance
14. Familiarity of Site Responsibilities

1. Temporary Field Office Buildings

a. The Construction Manager will provide a temporary trailer for his own use at the site.

b. Each trade contractor shall provide his own temporary trailer (if required) on the project site at a location designated by the Construction Manager. Each trade contractor shall extend temporary electric service to his temporary field office and make all necessary connections. The installation of such electric service shall comply with all governing codes and regulations.

c. Each trade contractor shall pay all expenses connected with his field office. This includes, but is not limited to, electrical service to the trailer and telephone/data to the trailer.

2. Storage Facilities and Parking

a. Each trade contractor shall provide weathertight storage for materials requiring protection from the weather.

b. Storage areas on the project site shall be in locations as directed by the Construction Manager and shall be relocated as necessary to maintain phased construction and schedule set by the Construction Manager.

c. Parking shall be in designated areas on existing parking lots.

3. Weather Protection

   a. Each trade contractor shall provide protection against weather at all times so as to maintain all work, materials, apparatus and fixtures free from injury or damages. At the end of the day's work, all new work likely to be damaged shall be covered or otherwise protected as required. Wet work shall not be performed when temperature is below 40°F or is likely to go below 40°F within the ensuing forty-eight hours except when sufficient protective heat is provided and the CM's or Architect's approval in writing is obtained. Each trade contractor performing wet work is responsible to insure water does not pond or accumulate within the building, and to provide temporary drainage and/or pumping necessary to keep excavations, pits and trenches free of water and to prevent ponding of water within or adjacent to the structure or in traveled paths outside of the building.

   b. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, each affected contractor shall cease work and shall so notify Construction Manager. Any lost time must be made up without additional cost to the Owner, in order to maintain the construction schedule. Open fires are not permitted on the site.

4. Temporary Water Service

   a. This contractor is responsible for all costs for furnishing water needed for all work by connecting to the permanent domestic water service.

   b. Each trade contractor shall provide drinking water for his personnel at the project site. The furnishing of paper cups is the responsibility of the individual trade contractors.

5. Temporary Electrical Service

   a. This contractor shall provide temporary lighting and power in accordance with this Section. This contractor shall provide and pay for all maintenance, servicing, operation and supervision of the services and distribution facilities, including lamps and wiring for all temporary construction lighting. Temporary power and light shall be made available for all trades (with the exception of the abatement and demolition contractor) 24 hours per day, 7 days per week without additional payment to the electrical contractor. Each trade contractor shall furnish all extension cords, sockets, lamps, motors, and accessories required for the execution of his work. All trade contractors are responsible for any electrical power needed for powering their equipment above 120-volt convenience power that is being provided for hand tools.

   b. The temporary electrical service is not to be used for hoists, cranes and welders. Should any contractor require electric service for these items, they must coordinate this with the Construction Manager and pay all costs. This contractor shall provide for all other temporary construction electrical requirements and connections required for this phase of work.

   c. All temporary service routing must be approved by Construction Manager before installation.

   d. This contractor shall provide all temporary light and distribution equipment as required for his own work and work of all of his subcontractors.

   e. This contractor shall provide temporary lighting to illuminate the work areas per OSHA requirements. Any illumination levels required in excess of the OSHA requirements are the responsibility of the trade contractor requiring the additional lighting.

f. When temporary electrical facilities are no longer required, they shall be removed by this contractor and he shall be responsible to restore to the original condition any part or parts of the grounds or buildings disturbed or damaged by such removal.

g. This contractor shall install and maintain a feeder or feeders of sufficient capacity for requirements of the entire work area and provide a sufficient number of outlets, located at convenient points, so that extension cords of not over 50 feet in length will reach all areas of the work requiring temporary light and power. Ground-fault protection shall be provided and meet all electrical codes and OSHA requirements.

h. Each trade contractor shall be responsible for electrical service for his own field office.

6. Temporary Sanitary Services

a. All temporary sanitary services required by this contractor shall be provided by this contractor. Location(s) of temporary sanitary facilities shall be coordinated with the Construction Manager and Owner. ***No existing school toilet facilities will be made available for the contractor's use during construction.***

7. Temporary Telephone, Data and Internet Access Service

a. Each contractor shall provide his own temporary phone at his office trailer for use during construction. The Construction Manager's phones will not be available for the contractor's use.

b. Each trade contractor shall include in his bid the cost of providing a smart phone for each of his supervisory personnel.

8. Temporary Fire Protection

a. Each trade contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the work or by the local fire chief or Fire Marshal.

9. Scaffolding and Staging

a. Each contractor shall furnish, erect and maintain staging and scaffolding as necessary for their use during construction activities. Staging shall be erected and removed by experienced staging builders, and shall conform to Federal, State and Local requirements. Each contractor is required to comply with all OSHA regulations for Scaffolding, refer to Rider B contained in Section 00 5200. Upon completion of his work, each contractor shall dismantle and remove his staging and scaffolding.

10. Security

a. Each trade contractor shall take all reasonable precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, or pilferage of property located within the limit of work. Any materials left onsite at the end of the workday shall be stored in a lockable storage container.

b. This contractor shall provide "No Trespassing" signs around all work areas at a maximum spacing of 50' spacing.

11. Lifting Devices and Hoisting Facilities

    a. Each contractor shall provide cranes, hoists, and other lifting devices necessary for proper and efficient movement of his materials. Provide trained operating personnel required for the equipment. Provide proper guys, bracing, and other safety devices as required by Local and State Codes. Remove hoisting equipment when no longer needed.

12. Survey

    a. This contractor will establish a base line and an elevation bench mark at the site for their work, this contractor shall provide a survey containing the control points for this baseline and their relationship to the grid lines of the work. Each trade contractor is responsible for their own surveying and layout as needed to complete their contractual scope of work. Two baselines (one in each direction N-S and E-W) will be provided as control for all layout to be based from. These baselines will also include vertical control.

    b. If, for any reason, monuments or control points established by this contractor are disturbed, it shall be the responsibility of the offending trade contractor to re-establish them, without cost to the Owner, either by hiring a licensed surveyor or by separate agreement with the sitework contractor, or as directed by the Architect/Construction Manager.

    c. Each trade Contractor shall be responsible for all layout/measurements that may be required for execution of their work to the exact position and elevation as prescribed in the specifications, shown on the drawings, or as the same may be modified at the direction of the Architect to meet changed conditions or as result of modification to the Contract.

    d. The Architect/Construction Manager may require that construction work be suspended at any time when location and limit marks established by any trade contractor are not reasonably adequate to permit checking completed work or the work in progress.

13. Fire Alarm and Fire Protection Maintenance

    a. Any trade contractor whose work disrupts the fire alarm, fire sprinkler or alarm monitoring services in the building is responsible for providing a fire watch as required by the Fire Marshal.

14. Familiarity of Site Responsibilities

    a. It is the duty and responsibility of each Trade Contractor to visit the site and familiarize and verify all existing conditions.

    b. Prior to application of materials included in the various sections so noted, the installer, the manufacturer's representative, and the trade contractor shall together examine the building and surfaces upon which materials are to be supplied.

    c. The installer and the manufacturer's representative shall accept all surfaces and conditions affecting proper installation of their materials. The installer shall not proceed with the work until all conditions and surfaces are satisfactory to him. Proceeding with his work is an acknowledgment by the Trade Contractor of acceptance of the surface and condition of the substrate for application of their work.

d. Each respective Trade Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.

e. Each Trade Contractor shall ascertain the location of all electrical cables, conduit, utility lines, oil tanks, supply lines, sewer, water lines and drains whether or not exposed to view, and take proper precautions not to disturb any existing utilities that are to remain in use.

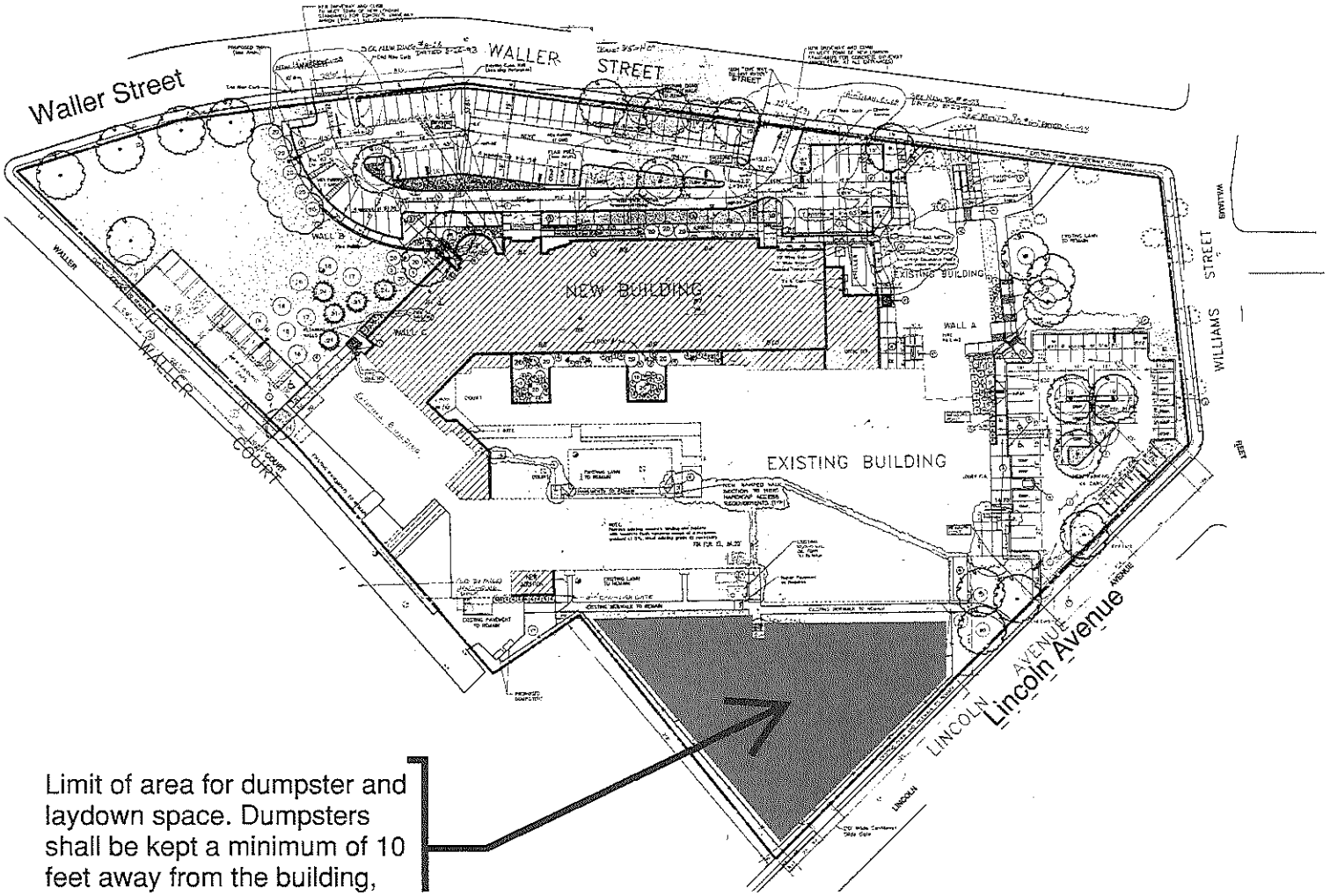
f. Should any utility line be discovered or uncovered during the work, the Trade Contractor shall promptly notify the Construction Manager in writing.

g. All Trade Contractors shall be held responsible for any utility lines damaged during the process of any of their respective work under the Contract.

END OF SECTION

BENNIE DOVER JACKSON MIDDLE SCHOOL
NEW LONDON, CONNECTICUT
PHASE 1 - CORRIDOR CEILING REMOVAL

CONSTRUCTION CONTROLS AND TEMPORARY FACILITIES
01 50 00-6



Richter & Cegan Inc.

PERKINS EASTMAN

Bennie Dover Jackson Middle School

EXISTING CONDITIONS PLAN

L-001

July 30, 2019

SECTION 01 74 13 - PROJECT CLEANLINESS

1. NARRATIVE

O & G Industries, Inc. takes pride in a neat and tidy jobsite. Cleanliness promotes an image that infers order and pride in one's work. A project that is clean and orderly is also a safer project for all. To this end, every trade contractor is required to participate and cooperate in effecting a clean, safe jobsite.

2. GENERAL REQUIREMENTS

The following are mandatory requirements for all trade contractors under this contract:

a. All trade contractors while on site are responsible for and required to participate in routine daily cleaning. Construction debris generated by each trade contractor is to be deposited, *on a daily basis*, in the jobsite dumpster. The furnishing of jobsite dumpsters and their specific use are designated elsewhere in these contract documents. Refer to each bid package. The jobsite will be inspected at the end of each workday to assess compliance. Photographic evidence will be provided should, in the opinion of the Construction Manager, the offending trade contractor fail to comply with this contract requirement. The penalty for the first failure is a warning. The second warning will result in a $500.00 irrevocable fine plus a change order processing fee of $200.00.

b. Each trade contractor is responsible for providing his own tools and equipment for cleaning. Tools and equipment shall include, but not necessarily be limited to shovels, pails, brooms, sweeping compound, wheelbarrows, hand trucks, etc. Use of any sweeping compound or cleaning agent must first be approved by the Construction Manager to insure its compatibility with flooring and other construction materials.

c. Each trade contractor shall include in his base bid whatever cleaning costs it deems necessary to meet the requirements of its contract scope of work. For the purpose of valuing this effort and reimbursement for same, each trade contractor shall include in his Schedule of Values on the monthly pay application a single line item for both routine daily and joint weekly cleaning. The minimal value of that cleaning line item shall not be less than:

Value of Contract	Cleaning Line Item Minimum Value
Less than $100,000.00	5% of total contract value
$100,000.00 to $500,000.00	4% of total contract value
$500,000.00 to $5 million	3% of total contract value
Over $5mil. to $10 million	2% of the contract value
Over $10 million	1.5% of the contract value

Each trade contractor is reminded to increase the value of this line item if, in his opinion, the minimal value for payment purposes is insufficient to accomplish the work as herein stated.

3. INTERIM & PHASE/FINAL CLEANING

Interim Phase/Final Cleaning shall include the removal of dust, dirt, grime and stains in and on all new, renovated and existing work affected either directly or indirectly by construction activities including, but not limited to plumbing, mechanical and electrical equipment and fixtures and cabinets, casework, millwork, windows, sills, doors, hardware, etc. and all other horizontal and vertical surfaces not specifically mentioned here.

Interim Phase/Final cleaning shall be scheduled and directed by the Construction Manager and will involve several mobilizations as dictated by the construction phasing. The following is the breakdown of responsibilities for Interim Phase/Final Cleaning:

a. At the completion of each Phase or project, the site contractor shall complete the following cleaning items related to site work:
   1. Clean project site and all adjoining walks to back of curb of all rubbish, litter, debris and other extraneous materials, whether existing or generated during the project.
   2. Sweep all exterior paved areas to a fine broom cleaned condition. Remove stains and spills and graffiti.
   3. Clean all storm drainage systems including catch basins and man holes on the project site of all sand, debris etc.
   4. Remove marks, stains, etc. from finished, painted, decorated or stained surfaces of site furnishings and sidewalks.

b. This contractor shall hire a contractor with a minimum of five years of experience for interim phase/final cleaning of all construction areas within the building, except where noted otherwise. This work shall include, but not necessarily be limited to, broom cleaning of interior pavements and concrete floors, final cleaning of resilient flooring and base as recommended by the manufacturer (note that this does not include stripping and waxing of these floors), vacuuming all carpet and power scrubbing all ceramic tile floors and walls. This contractor shall be responsible for interim phase/final cleaning all areas of new construction and/or renovation work, including areas within the existing building that are used as access to and from new/renovated construction areas.

c. After corridor ceilings have been demolished, this contractor shall wipe down/dust existing above-ceiling items in all areas where corridor ceilings have been removed by this contractor.

4. NON-PERFORMANCE

a. Failure to comply with any portion of this cleaning specification will subject the offending trade contractor to a $500.00 fine plus a change order processing fee of $200.00 and the withholding of monies due or about to become due against the cleaning line item as established in Item 6 per occurrence above.

b. Should the Construction Manager, at his sole discretion, find it necessary to act on behalf of the offending trade contractor in carrying out that trade contractor=s cleaning obligations under this specification, it may do so after notifying the offending trade contractor, within 24-hours of the non-compliance. The cost of such action, plus a change order processing fee of $200.00, will be assessed against the offending trade contractor=s contract. Notification will be deemed to be sufficient when sent in writing or electronically.

5. SUMMARY

a. It is not the intention of the Construction Manager to act punitively and adversarial in regards to jobsite cleanliness, but rather to strongly impart on each trade contractor the importance that O&G Industries and the Owner place on jobsite cleanliness and safety.

b. The cooperation of each trade contractor in fulfilling these project requirements are both appreciated and expected as the project is a reflection on all those who participate.

END OF SECTION

SECTION 01 74 20 - CONSTRUCTION WASTE MANAGEMENT PLAN

1. NARRATIVE

This Construction Waste Management Plan will be implemented by O&G Industries, Inc. and its sub/trade contractors at the Bennie Dover Jackson Middle School project located in New London, Connecticut. The goal of this plan is to recycle and/or salvage a minimum of 50% (with a target of at least 75%) of the construction generated waste, as described in Section 01 74 19 - Construction Waste Management and Disposal. The types of material that will be encountered and the procedures for handling them are outlined below.

2. RESPONSIBILITY FOR PROVIDING DUMPSTERS

This contractor shall provide dumpsters for all waste generated by work on this project. It is imperative that all contractors separate their waste as described in the Construction Waste Management Plan so that the Construction Manager can obtain proper certification of the waste stream. Failure to adhere to the established waste separation procedures will adversely impact the project's LEED/CTHPS certification.

The Owner reserves the right to salvage items designated to be demolished prior to demolition. All construction waste and demolition materials are to be legally disposed of offsite by this contractor. This contractor shall provide and maintain proper signage on all dumpsters so that materials being recycled can be placed in the correct dumpsters.

3. RECYCLING

One hundred percent of the materials listed below will be recycled. Each material type will have a dedicated labeled container. A list of acceptable and unacceptable materials will be posted at each container. Full containers will be emptied and their contents will be delivered to a recycling facility. The material types are as follows:

- Paper
- Cardboard/Boxes
- Plastic Sheet and Film/Plastic Pails
- Polystyrene Packaging
- Wood Crates

4. DEMOLITION WASTE

Demolition waste will be processed according to the following guidelines:

a. Asphaltic Concrete Paving & Base Material - Upon removal, it will be taken off site and crushed to allow for future use.
b. Concrete and Reinforced Concrete Piping - Will be taken off site and crushed to allow for future use.
c. Concrete Reinforcing Steel, Fence, and Other Metals - Will be taken to a local scrap yard for recycling.
d. Site Clearing Waste - Trees and shrubs will be chipped on site for use as mulch/wood chips.

5. CONSTRUCTION WASTE

Construction waste will be collected in separate containers and processed according to the following guidelines:

a. Brick and CMU - Will be separated and placed into separate containers.
b. Wood Products - Taken off site to a facility where they will be chipped/shredded for use as mulch/wood chips or as fuel for power generation.
c. Metals - There will be a container on site dedicated to the collection of clean metals. The container will be brought to a recycling facility when full.

6. HANDLING AND TRANSPORTATION PROCEDURES

The waste that is generated due to construction will be collected on site at various collection points. The collection points will be labeled clearly as to the acceptable and unacceptable materials that pertain to the individual container. Once the containers are full, the hauling company will pick them up. They will then be taken to an approved facility to recycle, salvage, or dispose of the material. Each responsible trade contractor shall provide O&G Industries copies of all weight tickets indicating the overall weight of the material in the container. Some of the demolition waste (concrete, asphaltic pavement, etc.) will be hauled to a sand and gravel company where it will be crushed to allow for reuse in materials used for construction.

7. WASTE MANAGEMENT CONFERENCE

A waste management conference will be held at the beginning of the job to discuss the implementation of the plan. Requirements for documenting quantities will be reviewed along with the individual requirements for each trade. This will include but not be limited to the locations of each collection point, the type of material that each collection point will accommodate, and the procedures pertaining to each type of material.

8. TRAINING

Training will be held on site to explain the waste management plan, procedures and purpose. This will include but not be limited to the location of each collection point, the type of material each collection point will accommodate and the procedures pertaining to each type of material. Every contractor that will be present on the job site will be given this training. This will include their project management team along with their actual field force.

9. COMPLIANCE

The following steps shall be taken to insure compliance with this plan:

a. The O&G Project Superintendent shall provide access and egress site of waste hauling equipment.
b. During demolition, materials will be sorted on site and hauled directly to recycling facilities as indicated in this section. During construction, the general trades contractor will provide segregated waste dumpsters to separate wood, scrap metal and cardboard from all other waste. One general waste dumpster will also be provided to be sorted at an off-site facility. The number of segregated dumpsters on site will be based on the current ongoing construction activities and the volume of debris to be expected.
c. O&G will monitor the implementation and documentation for this plan throughout this project.
d. Each contractor responsible for providing dumpsters shall ensure that field personnel are using

the segregated waste dumpsters correctly.

e. Site inspections will be made on a monthly basis to review overall plan compliance.
f. O&G will track diverted wastes as a check for compliance with the project requirements for diverted material. O&G will promptly notify the offending contractor if it becomes apparent that diverted material goals are not being met and develop a plan to more aggressively pursue the recycling and salvage efforts on-site.
g. Photographs of compliance shall be submitted monthly by the respective Trade Contractor.
h. Each trade contractor will provide a monthly progress report to O&G which will include the following:
   - Construction Waste Summary Report (cumulative through current month's submission)
   - Landfill Disposal Receipts
   - Recycling Receipts
   - Salvaged Material Documentation
   - Monthly Photographs

10. MONTHLY REPORTS

A waste reduction progress report will be submitted every month with the application for payment. The report will include the following:

a. Material Category
b. Generation Point of Waste
c. Total Quantity of Waste In Tons
d. Quantity of Waste Salvaged - Estimated & Actual Tons
e. Quantity of Waste Recycled - Estimated & Actual Tons
f. Total Quantity of Waste Recycled - Salvaged Plus Recycled (Tons)
g. Total Quantity of Waste Recycled - Salvaged Plus Recycled (Percentage of Total Waste)

11. PROJECT COMPLETION

Before substantial completion, the calculated end of project rates for salvage, recycling and disposal as a percentage of total waste will be submitted. The following will also be submitted:

a. Recycling and processing facility records indicating receipt and acceptance of recyclable waste, manifests, receipts, and invoices will also be turned in.
b. Landfill and incinerator disposal records indicating receipt and acceptance of waste by landfills and incinerator facilities including manifests, weight tickets, receipts and invoices.
c. CTHPB/LEED letter template for Credits MR 2.1 and MR 2.2, signed by the contractor, indicating total waste material, quantities diverted and how it was diverted, and a statement that the requirements for the credit have been met.

END OF SECTION

SECTION 02 41 19.16

SELECTIVE INTERIOR DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes the following:
   1. Selective interior demolition and removal of the following ceiling systems:
      a. Suspended acoustical ceiling panels.

1.03 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site.

B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

B. Sustainable Documentation: Submit data and information demonstrating compliance with LEED or Connecticut High Performance Building requirements.

C. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, and use of elevator and stairs.

D. Predemolition Photographs:
   1. Show existing ceilings in place.
   2. Show conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before Work begins.

E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
   1. Comply with submittal requirements in Division 01 Section "Construction Waste Management."

1.05 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Coordination of Work: Coordinate acoustical ceiling and gypsum board ceiling demolition work with contractors doing related work in the building including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

C. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Standards: Comply with ANSI A10.6 and NFPA 241.

F. Predemolition Conference: Conduct conference at Project site.

1.06 PROJECT CONDITIONS

A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

B. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

E. Storage of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
   1. Comply with requirements specified in Division 01 Section "Photographic Documentation."

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.03 SELECTIVE CEILING DEMOLITION

A. General: Demolish and remove existing ceiling construction only to the extent indicated and required. Use methods necessary to complete the Work within limitations of governing regulations and as follows:
   1. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
   2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents

of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
4. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Comply with requirements specified in Division 01 Section "Construction Waste Management."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.05 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19.16

SECTION 21 01 00

GENERAL CONDITIONS FOR FIRE PROTECTION TRADE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION

A. The General Conditions are a part of this Division and are to be considered a part of this Contract.

B. Where items of the General Conditions are repeated in other Sections of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions shall be assumed to be omitted if not repeated therein.

C. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section of Division 21.

D. The following information contains specifications of Work in connection with, and in addition to, this Division:

1. All drawings associated with the project.
2. All specifications associated with the project.

E. Divisions of work responsibilities shall be defined and directed by the Construction Manager.

1.03 INTENT

A. It is the intent of the Specifications and Drawings to call for finished work, tested and ready for operation.

B. Furnish, deliver and install any apparatus, appliance, material or Work not shown on Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the Work complete and perfect in all respects and ready for operation, even if not particularly specified, under their respective Section without additional expense to the Owner.

C. Include in the work minor details not usually shown or specified but necessary for proper installation and operation, as though they were hereinafter shown or specified.

D. Provide Engineer written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of Work omitted. In the absence of such written notice, it is mutually agreed that

Work under each Section has included the cost of all required items for the accepted, satisfactory functioning of the entire system without extra compensation.

E. The Work indicated is diagrammatic. The Architect and/or Engineer may require as part of this Contract, the relocation of devices to reasonable distances from the general locations shown.

F. Verbal clarifications of the Drawings or Specifications during the bid period are not to be relied upon. Refer any questions or clarifications to the Engineer at least five Working days prior to bidding to allow for issuance of an addendum. After the five-day deadline, Bidder must make a decision and qualify the Bid, if the Bidder feels it necessary.

1.04 DRAWINGS

A. Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. (Do not scale the Drawings.) Consult the Architectural Drawings and Details for exact location of fixtures and equipment; where same are not definitely located, obtain this information from the Architect.

B. Closely follow Drawings in layout of Work; check Drawings of other Divisions to verify spaces in which work will be installed. Maintain maximum headroom. Where space conditions appear inadequate, Engineer shall be notified before proceeding with installations.

C. Engineer may, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades and/or for proper execution of the work.

D. Where variances occur between the Drawings and Specifications or within either of the Documents, include the item or arrangement of better quality, greater quantity or higher cost in the Contract price. The Engineer shall decide on the item and the manner in which the work shall be installed.

1.05 SURVEYS AND MEASUREMENTS

A. Before submitting a Bid, the Contractor shall visit the site and shall become thoroughly familiar with all conditions under which the work will be installed. Contractor will be held responsible for any assumptions, omissions or errors made as a result of failure to become familiar with the site and the Contract Documents.

B. Base all measurements, both horizontal and vertical, from established bench marks. All Work shall agree with these established lines and levels. Verify all measurements at the site and check the correctness of same as related to the Work.

C. Should the Contractor discover any discrepancies between actual measurements and those indicated which prevent following good practice or the intent of the Drawings and Specifications, notify the Engineer do not proceed with that Work until instructions have been received from the Engineer.

1.06 CODES AND STANDARDS

A. The Codes and Standards listed below apply to all Work. Where Codes or Standards are mentioned in these Specifications, follow the latest edition or revision.

B. The current adopted editions of the following State or local Codes apply:
2018 Connecticut State Building Code (CSBC) including portions of the 2015 International Building Code
2018 Connecticut State Fire Code
2018 Connecticut State Fire Safety Code including portions of the 2015 International Fire Code (CSFSC)
2015 NFPA 101 Life Safety Code (NFPA101)
2015 Connecticut Fire Prevention Code (CFPC)
2015 NFPA 1 Fire Code (NFPA101)
NFPA 13/2013, Standard for the Installation of Sprinkler Systems
AWWA Standards
Factory Mutual Approval Guide: latest edition.
Pipe Hangers and Supports: MSS SP-58.
UL Compliance.
The American National Standards Institute (ANSI) A117.1/2009
Local Building Code

C. The following Standards shall be used where referenced by the following abbreviations:

AABC	Associated Air Balance Council
ACGIH	American Conference of Governmental Industrial Hygienists
ADC	Air Diffusion Council
AGA	American Gas Association
AIA	American Institute of Architects
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ARI	Air Conditioning and Refrigeration Institute
ASE	Association of Safety Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CGA	Compressed Gas Association
CSA	Canadian Standards Association
CISPI	Cast Iron Soil Pipe Institute
EJMA	Expansion Joint Manufacturing Association
EPA	Environmental Protection Agency
FM	Factory Mutual Insurance Association
FSSC	Federal Specification
HIS	Hydraulic Institute Standards
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IRI	Industrial Risk Insurers

ISO	Insurance Services Office
MCAA	Mechanical Contractors Association of America
MSS	Manufacturers Standardization Society
NBS	National Bureau of Standards
NEBB	National Environmental Balancing Bureau
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOFI	National Oil Fuel Institute
NRC	National Research Council
NSC	National Safety Council
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PDI	Plumbing and Drainage Institute
SAMA	Scientific Apparatus Manufacturers Association
SBI	Steel Boiler Industry (Division of Hydronics Institute)
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
STI	Steel Tank Institute
UL	Underwriters' Laboratories

D. All materials furnished and all work installed shall comply with the rules and recommendations of the NFPA, the requirements of the local utility companies, the recommendations of the fire insurance rating organization having jurisdiction and the requirements of all Governmental departments having jurisdiction.

E. Include in the Work, without extra cost to the Owner, any labor, materials, services, apparatus and Drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.

1.07 PERMITS AND FEES

A. Give all necessary notices, obtain all permits; pay all Government and State sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with the Work. File all necessary Drawings, prepare all Documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction, obtain all required certificates of inspections for Work and deliver a copy to the Engineer before request for acceptance and final payment for the Work.

1.08 SEISMIC RESTRAINT

A. General: This project is in a seismic zone per State and/or Local Codes and Ordinances and all materials and equipment shall be installed, supported, and seismically restrained accordingly. Verify current seismic requirements based on project location and with Code requirements.

B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of vibration isolation bases and seismic restraints that are similar to those required for this Project in material, design, and extent.

C. Shop Drawings: Show designs and calculations, certified by a professional engineer, for the following:
   1. Design Calculations: Calculations for selection of vibration isolators, design of vibration isolation bases, design of seismic supports and selection of seismic restraints for all equipment and materials.
   2. Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to the structure and to the supported equipment. Include auxiliary motor slides and rails, and base weights.
   3. Seismic Restraint Details: Detail fabrication and attachment of restraints, supports and snubbers.

D. Installation: Installation shall be carried out in strict accordance with the Seismic Engineer's submittal, current Code, accepted standards and the equipment and material manufacturers' recommendations.

1.09 COORDINATION

A. Carry out all work in conjunction with other trades and give full cooperation in order that all Work may proceed with a minimum of delay and interference. Particular emphasis is placed on timely installation of major apparatus and furnishing other Contractors, especially the General Contractor or Construction Manager, with information as to openings, chases, sleeves, bases, inserts, equipment locations, panels, access doors, etc. required by other trades.

B. Contractors are required to examine all of the Project Drawings and mutually arrange Work so as to avoid interference. In general, ductwork, heating piping, sprinkler piping and drainage lines take precedence over water, gas and electrical conduits. The Engineer regarding the arrangement of Work, which cannot be agreed upon by the Contractors, will make final decisions.

C. Where the Work of the Contractor will be installed in close proximity to or will interfere with Work of other trades, assist in working out space conditions to make a satisfactory adjustment.

D. If Work is installed before coordinating with other Divisions or so as to cause interference with Work of other Sections, the Contractor causing the interference will make necessary changes to correct the condition without extra charge to the Owner.

E. Initial contact and coordination has been conducted with utility entities for the purpose of the preparation of Bid Documents. The Contractor shall coordinate all final specific utility requirements.

1.10 ACCEPTANCES

A. The equipment, materials, Workmanship, design and arrangement of all Work installed are subject to the review of the Engineer.

B. Within 30 days after the awarding of a Contract, submit to the Engineer for review a list of manufacturers of equipment proposed for the Work. The intent to use the exact makes specified does not relieve the Contractor of the responsibility of submitting such a list.
   1. If extensive or unacceptable delivery time is expected on a particular item of equipment specified, notify the Engineer, in writing, within 30 days of the awarding of the Contract.

In such instances, deviations may be made pending acceptance by the Engineer or the Owner's representative.

C. Where any specific material, process or method of construction or manufactured article is specified by reference to the catalog or model number of a manufacturer, the Specifications are to be used as a guide and are not intended to take precedence over the basic duty and performance specified or noted on the Drawings. In all cases, verify the duty specified with the specific characteristics of the equipment offered for review. Equipment characteristics are to be used as mandatory requirements where the Contractor proposes to use an acceptable equivalent.

D. If material or equipment is installed before shop drawing review, liability for its removal and replacement is assumed by the Contractor, at no extra charge to the Owner, if, in the opinion of the Engineer, the material or equipment does not meet the intent of the Drawings and Specifications.

E. Failure on the part of the Engineer to reject shop drawings or to reject Work in progress shall not be interpreted as acceptance of Work not in conformance with the Drawings and/or Specifications. Correct Work not in conformance with the Drawings and/or Specifications whenever non-conformance is discovered.

1.11 SHOP DRAWINGS

A. Submitted shop drawings of fire sprinkler system(s) and/or fire standpipe system(s) shall be sealed and signed by an Engineer registered to practice engineering in the State of Connecticut or licensed Layout Technician registered in the State of Connecticut.

B. The Contractor shall submit for review detailed shop drawings of all equipment and material specified in each section and coordinated ductwork layouts. No material or equipment may be delivered to the job site or installed until the Contractor has received shop drawings for the particular material or equipment which have been properly reviewed.

C. Shop drawings shall be submitted within 60 days after award of Contract before any material or equipment is purchased. The Contractor shall submit for review copies of all shop drawings to be incorporated in the Contract. Refer to the General Conditions for the quantity of copies required for submission. Where quantities are not specified, provide seven (7) copies for review.

D. Provide shop drawings for all devices specified under equipment specifications for all systems, materials, equipment and/or devices. Shop drawings shall include manufacturers' names, catalog numbers, cuts, diagrams and other such descriptive data as may be required to identify and accept the equipment. A complete list in each category (example: all fixtures) of all shop drawings, catalog cuts, material lists, etc., shall be submitted to the Engineer at one time. No consideration will be given to a partial shop drawing submittal.
   1. Equipment shop drawings shall contain full range performance curves, graphs, tables or other pertinent data which clearly indicates operational range of a given unit size. Computer generated/plotted curves, based solely on design performance, will not be accepted.
   2. All specific options and/or alternatives shall be clearly indicated. Failure to do so shall be grounds for rejection.

E. Submittals shall be marked with the trade involved, i.e., HVAC, plumbing, fire protection, etc. and the specific associated specification section.

1. Where multiple quantities or types of equipment are being submitted, provide a cover sheet (with a list of contents) on the submittal identifying the equipment or material being submitted.

F. Failure to submit shop drawings in ample time for review shall not entitle the Contractor to an extension of Contract time. No claim for extension by reason of such default will be allowed, nor shall the Contractor be entitled to purchase, furnish and/or install equipment which has not been reviewed by the Engineer. The Contractor shall incur all costs associated with delay of construction due to equipment and/or materials arriving late due to late or improper shop drawing submittal.

G. The Contractor shall furnish all necessary templates, patterns, etc., for installation work and for the purpose of making adjoining work conform; furnish setting plans and shop details to other trades as required.

H. Acceptance rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are reviewed, review does not indicate that drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the Contract Drawings and Specifications. Verify available space prior to submitting shop drawings.

I. Acceptance of shop drawings shall not apply to quantity nor relieve Contractor of his responsibility to comply with intent of Drawings and Specifications.

J. Acceptance of shop drawings is final and no further changes will be allowed without the written consent of the Engineer.

K. Shop drawing submittal sheets which may show items that are not being furnished shall have those items crossed off to clearly indicate which items will be furnished.

L. Bidders shall not rely on any verbal clarification of the Drawings and/or Specifications. Any questions shall be referred to the Engineer at least five (5) working days prior to Bidding to allow for issuance of an Addendum. After the five (5) day deadline, Bidder shall make a decision and qualify the Bid, if the Bidder deems if necessary.

M. Contractor shall make any corrections required by Engineer and shall resubmit required number of corrected copies of shop drawings or new samples until accepted. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than corrections requested by Engineer on previous submissions. Engineer shall review no more than one resubmittal of any shop drawing or sample at Owner's expense. The fees for review of additional resubmittals shall be paid by the Contractor at the Engineer's standard rates.

N. Conform the Fire Protection work to the requirements herein. Provide offsets, fittings, drains, and accessories which may be required to accommodate structural, HVAC, plumbing, existing conditions, etc. Investigate the structural and finish conditions affecting the work, and arrange the work accordingly. Provide such piping, fittings, valves, and accessories as may be required to meet such conditions.

1.12 CHANGES IN WORK

A. A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after Contracts have been awarded, authorizing a change in the work or an adjustment in the Contract sum or the Contract time. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract sum or the Contract time.

B. All changes in the work shall follow the recommendations of the AIA "General Conditions of the Contract for Construction", Article 7.

1.13 MANUFACTURER'S IDENTIFICATION

A. All component parts of each item of equipment or device shall bear the manufacturer's nameplate giving name of manufacturer, description, size, type, serial and model number, electrical characteristics, etc., in order to facilitate maintenance or replacement. The nameplate of a Contractor or distributor will not be acceptable.

B. All material and equipment for the electrical portion of the mechanical systems shall bear the label of or be listed by UL, or other accredited authoritative agencies or testing organizations approved by the authority having jurisdiction.

1.14 RECORD DRAWINGS

A. Maintain at the job site a record set of Mechanical Drawings on which any changes in location or routing of all equipment, materials and access panels shall be recorded.

B. At the end of construction, the Contractor shall provide the Owner with a complete set of As-Built Drawings, including all updated coordination drawings, ductwork and piping plans. Prepare As-Built documentation utilizing the most recent version of AutoCAD. Provide the Owner with a "CD ROM" disk and one set of reproducible paper documents.

1.15 MATERIALS AND WORKMANSHIP

A. All materials and apparatus required for the work, except as otherwise specifically indicated, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail and be so selected and arranged as to fit properly into the building spaces. Where no specific type or quality of material is given, a first-class standard article as accepted by industry standards shall be furnished.

B. The Contractor shall furnish the services of an experienced superintendent who shall be constantly in charge of the installation of the work together with all skilled workmen, fitters, metal workers, welders, helpers and laborers required to unload, transfer, erect, connect, adjust, start, operate and test each system.

C. Unless otherwise specifically indicated on the Drawings or Specifications, all equipment and materials shall be installed with the acceptance of the Engineer and in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

D. All labor for installation of mechanical systems shall be performed by experienced, skilled tradesmen under the supervision of a licensed journeyman foreman. All work shall be of a quality consistent with good trade practice and shall be installed in a neat, workmanlike manner. The Engineer reserves the right to reject any work which, in his opinion, has been installed in a substandard, dangerous or unserviceable manner. The Contractor shall replace said work in a satisfactory manner at no extra cost to the Owner.

1.16 PROTECTION OF MATERIALS AND EQUIPMENT

A. Work under each Section shall include protecting the work and material of all other Sections from damage by work or workmen and shall include making good all damage thus caused.

B. The Contractor shall be responsible for work and equipment until the facility has been accepted by the Owner. Protect work against theft, injury or damage and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material.

C. Work under each Section includes receiving, unloading, uncrating, storing, protecting, setting in place and completely connecting equipment supplied under each Section. Work under each Section shall also include exercising special care in handling and protecting equipment and fixtures, and shall include the cost of replacing any of the equipment and fixtures which are missing or damaged.

D. Equipment and material stored on the job site shall be protected from the weather, vehicles, dirt and/or damage by workmen or machinery. Insure that all electrical or absorbent equipment or material is protected from moisture during storage.

1.17 SUPPORTS

A. Unless otherwise specifically noted, the Contractor shall furnish all necessary supports, rails, framing, bases and piers required for all equipment furnished under this Division.

B. Unless otherwise indicated in individual trade Sections, pumps, fans, air handlers, boilers, chillers, tanks, compressors and other rotating machinery shall be mounted on a minimum of four (4") inch high concrete pads which shall be furnished and installed per Division 3. All pads shall be extended not less than four (4") inches beyond machine base in all directions and sufficient for seismic anchoring with top edge chamfered. Shop drawings of all foundations and pads shall be submitted to the Engineer for review before they are constructed. The Mechanical Contractor shall field coordinate all required dimensional and necessary loading information.

C. Construction of foundations, supports, pads, bases and piers where mounted on the floor shall be of the same finish quality as the adjacent and surrounding flooring material.

D. Unless otherwise shown, all equipment shall be securely attached to the building structure in an acceptable manner. Attachments shall be of a strong and durable nature; any attachments that are insufficient, in the opinion of the Engineer, shall be replaced as directed without extra cost to the Owner.

E. All equipment supports shall be designed and constructed such that the equipment will be capable of resisting both vertical and horizontal movement. The equipment shall be positively anchored

to the bases or supports to resist vertical movement. The equipment and its supports shall be provided with suitable restraints to resist horizontal movement from any direction as dictated by applicable seismic Codes.

1.18 SLEEVES, INSERTS AND ANCHOR BOLTS

A. The Contractor shall provide, set in place and be held responsible for the location of all sleeves, inserts and anchor bolts required for the work. In the event that failure to do so requires cutting and patching of finished work, it shall be done at the Contractor's expense.
   1. It is the responsibility of the Contractor to furnish cast-in-place sleeves, inserts and anchors in sufficient time to be installed during initial concrete pours. Where job schedules make this impossible, coordinate and obtain acceptance from the Structural Engineer for alternate installation methods.

B. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves having an inside diameter one (1") inch larger than the outside diameter of the pipe, conduit or insulation enclosing the pipe.

C. Penetrations through fire-rated walls, ceilings and all floors (except slab on grade) in which piping or ducts pass shall be filled solidly with acceptable fire-stopping material.

D. When ducts, piping or conduit penetrate the floor of a mechanical room located above an occupied space, such penetrations shall be made completely watertight, such that a liquid leak shall not pass through the penetration.

1.19 FIRE-STOPS AND SEALS

A. Refer to Division 7 Specification for additional and more specific information and ASTM E 814 and F&T Ratings.

B. Fire-stopping systems shall be submitted as shop drawing.

C. Penetrations through fire-rated walls, ceiling or floors shall be sealed with a UL approved fire-stop fitting classified for an hourly rating equivalent to the fire rating of the wall, ceiling or floor.

D. Thruwall and floor seals shall be used to provide a positive means of sealing pipes or ducts which pass through the concrete foundation of a structure below grade or below ground water level. Seals shall also be used at entry points through concrete walls or floors which must be sealed.

E. All piping and conduit penetrations through the roof shall be provided with Pate Type PCA pipe curb assemblies or acceptable equivalent. Coordinate installation details with the roofing system being used for the project.

1.20 CUTTING AND PATCHING

A. All cutting and patching shall be done per Division 1 requirements. The Contractor shall furnish sketches showing the location and sizes of all openings, chases, etc., required for the installation of work.

B. Work under this Division shall include furnishing, locating and setting inserts and/or sleeves required before the floors and walls are built or be responsible for cutting, drilling or chopping where sleeves and inserts were not installed or correctly located. The Contractor shall do all drilling required for the installation of hangers.

C. Exercise extreme caution when core drilling or punching openings in concrete floor slabs in order to avoid cutting or damaging structural members. No structural members or structural slabs/floors shall be cut without the written acceptance of the Structural Engineer and all such cutting shall be done in a manner directed by him.

1.21 SCAFFOLDING, RIGGING, HOISTING

A. The Contractor shall furnish all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises any equipment and apparatus furnished under this Division. Remove same from premises when no longer required.

1.22 WATERPROOFING

A. Where any work pierces waterproofing, including waterproof concrete and floors in wet areas, the method of installation shall be reviewed by the Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

1.23 ACCESSIBILITY AND ACCESS PANELS

A. The Contractor shall be responsible for the sufficiency of the size of shafts and chases, the adequate thickness of partitions, and the adequate clearance in double partitions and hung ceilings for the proper installation of the work.

B. Locate all equipment which must be serviced, operated or maintained in fully accessible positions. Equipment shall include, but not be limited to: motors, controllers, coil, valves, switchgear, drain points, etc. Access doors shall be furnished if required for better accessibility. Minor deviations from the Drawings may be made to allow better accessibility, but changes of magnitude or which involve extra cost shall not be made without the acceptance of the Engineer.

C. Access doors in walls, ceilings, floors, etc., shall be field coordinated. It is the responsibility of the Contractor to coordinate and provide information regarding the sizes and quantities of access doors required for his work. The Contractor shall arrange his work in such a manner as to minimize the quantity of access doors required, such as grouping shutoff valves in the same area. Where possible, locate valves in already accessible areas, such as lay-in ceilings, etc.

D. On a clean set of prints, the Contractor shall mark in red pencil the location of each required access door, including its size and fire rating (if any), and shall submit the print to the Architect for review before access doors are purchased or installed.

E. Upon completion of the Project, the Contractor shall physically demonstrate that all equipment and devices installed have been located and/or provided with adequate access panels for repair, maintenance and/or operation. Any equipment not so furnished shall be relocated or provided with additional access panels by the installing Contractor at no additional cost to the Owner.

F. Permanent ladders for access to equipment when shown on Plans shall be furnished and installed. Coordinate exact requirements in field.

1.24 TEMPORARY OPENINGS

A. The Contractor shall ascertain from an examination of the Drawings whether any special temporary openings in the building will be required for the admission of apparatus provided under this Division and shall coordinate the requirements accordingly. In the event of failure of the Contractor to give sufficient notice in time to arrange for these openings during construction, the Contractor shall assume all costs of providing such openings thereafter.

1.25 SHUTDOWNS

A. When installation of a new system requires the temporary shutdown of an existing operating system, the connection of the new system shall be performed at such time as designated by the Owner's representative.

B. The Engineer and the Owner shall be notified of the estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed.

C. Work shall be arranged for continuous performance whenever possible. The Contractor shall provide all necessary labor, including overtime if required, to assure that existing operating services will be shut down only during the time actually required to make necessary connections.

1.26 TAGS AND CHARTS

A. Each valve and piece of apparatus under this Division shall be provided with suitable brass or laminated plastic tags and ceiling tag securely fastened with brass chains, screws or rivets. Equipment shall be numbered with laminated plastic tags or neatly stenciled letters two (2") inches high using designations in equipment schedules and/or shall conform to a directory indicating number, location and use of each item. Directories shall be prepared under each Section and shall be glass framed.

1. Directory shall indicate valve tag number and the unit number, floor/area branch line, main line, service or other pertinent data to quickly and easily identify the valve's purpose.

1.27 ESCUTCHEONS

A. The Contractor shall provide escutcheons on pipes wherever they pass through floors, ceilings, walls or partitions in finished visible locations. See Section 07 84 13 for further requirements.

1.28 PAINTING

A. All finish painting in completed areas shall be performed per Division 9 of the Specifications.

B. All materials shipped to the job site under this Division, such as grilles, registers and/or radiation covers, shall have standard manufacturer's finish, unless otherwise specified.

C. The Contractor shall paint the interior of all ducts wherever the interior of the duct can be seen through a register or louver. Paint shall be flat black, rust preventative type.

D. The Contractor shall paint conduits, pipe and equipment wherever it can be seen through a register or louver. Paint shall not cover-up labels and other identifying items. Paint shall be flat black, rust preventative type.

E. All uninsulated outdoor piping and fittings shall be properly primed with zinc-rich primer and finished with a minimum of two (2) coats of high grade exterior enamel.

1.29 PIPE EXPANSION

A. All pipe connections shall be installed to allow for freedom of movement of the piping during expansion and contraction without springing. Provide engineered design, layout, details and fabrication, submitted with registered professional engineer sign and seal, of swing joints, expansion loops and expansion joints with proper anchors and guides. Pay particular attention to plastic piping with high coefficients of expansion.

1. Consideration of required seismic lateral restraints shall be given when anchoring piping and making provision for expansion.

1.30 ELECTRICAL CONNECTIONS

A. Unless otherwise specified, all wiring shall be furnished and installed per Division 16 Specifications.

B. The Contractor furnishing equipment shall furnish the motor controller required for the equipment. Provide properly sized overload heaters and all required accessories with all motor controllers. See Division 16 Motor Controllers for motor controller requirements.

C. All power wiring shall be furnished and installed per Division 26 complete from power source to motor or equipment junction box including power wiring through the motor controller and proper means of disconnect per NEC and Division 26. The Division 26 Contractor shall provide all disconnects, unless noted otherwise.

1.31 QUIET OPERATION

A. Equipment and material used in the various systems described herein shall not produce a sound level greater than 55 decibels in the area served. If noise level is deemed objectionable by the Owner/Engineer, the Contractor shall test and record sound levels in the presence of the Owner/Engineer. The sound level shall be observed on the "A" weighting network of a sound level or sound survey meter. The ASHRAE "Guide and Data Book" provides a means to determine sound level of mechanical equipment when the total of background plus equipment sound levels exceeds the minimum acceptable equipment sound level.

B. If objectionable noises or vibrations of any magnitude are produced and transmitted to occupied portions of the building by apparatus, piping, ducts or other parts of the mechanical work, the Contractor shall make such changes or additions as necessary without extra cost to the Owner.

1.32 MAINTENANCE

A. The Contractor shall provide the necessary skilled labor to assure the proper operation and to provide all required current and preventative maintenance for all equipment and controls provided under this Division until final acceptance of the building by the Owner. The Contractor shall not assume acceptance of the building by the Owner until he receives written notification.

B. The Contractor shall receive calls for any and all problems experienced in the operation of the equipment provided under this Division and he shall take steps to immediately correct any deficiencies that may exist.

C. The Contractor shall provide a check list and shall put a copy of it in the boiler or main mechanical room. The check list shall itemize each piece of equipment furnished under his Section.
   1. The Contractor shall certify on this check list that he has examined each piece of equipment and that, in his opinion, it is operating as intended by the manufacturer, it has been properly lubricated, and that all necessary current and preventative maintenance has been performed as recommended by the manufacturer and by good and accepted practice.

D. Where normal preventative maintenance for any piece of equipment requires special tools, the Contractor shall furnish the appropriate tools for that piece of equipment (i.e., special filter removal hooks, valve wrenches, etc.).

1.33 LUBRICATION

A. All equipment installed under this Contract having moving parts and requiring lubrication shall be properly lubricated according to manufacturer's recommendations prior to testing and operation. Any such equipment discovered to have been operated before lubrication by the Contractor is subject to rejection and replacement at no additional cost to the Owner. Units furnished with sealed bearings are exempted.

B. The Contractor shall furnish and install, as appropriate on all equipment requiring lubrication, Zerk pressure gun grease fittings or sight gravity-feed oilers equipped with shutoff and needle valve adjustment. Units furnished with sealed bearings and lifetime lubrication are exempted. All fittings and oilers are to be fully accessible for lubrication with equipment which does not require special adapters. Where fittings would be otherwise inaccessible, furnish and install extended grease lines.

1.34 CLEANING

A. The Contractor shall be responsible for keeping the jobsite clean, safe and neat throughout the duration of construction. The Contractor shall clean up his own debris daily and shall coordinate removal of rubbish and debris with the General Contractor/Construction Manager.
   1. No debris, construction materials, cigarette butts, coffee cups, etc., shall be left above suspended ceilings.

B. The Contractor shall thoroughly clean and flush all piping and equipment of all foreign substances, oils, burrs, solder, flux, etc., inside and out before being placed in operation.

C. If any part of a system should be stopped or damaged by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and/or remove obstructions. Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.

D. During the course of construction, all ducts and pipes shall be capped in an acceptable manner to insure adequate protection against the entrance of foreign matter.

E. Upon completion of all work under the Contract, the Contractor shall remove from the premises all rubbish, debris and excess materials left over from his work. Any oil or grease stains on floor areas caused by the Contractor shall be removed and floor areas left clean.

1.35 OPERATING INSTRUCTIONS

A. Upon completion of all work and tests, the Contractor shall furnish the necessary skilled labor and helpers for operating his system and equipment for a period specified under each applicable Section of this Division. During this period, he shall fully instruct the Owner or the Owner's representative in the operation, adjustment and maintenance of all equipment furnished. The Contractor shall give at least 72 hours' notice to the Owner and the Engineer in advance of this period.

B. The Contractor shall formally submit for delivery to the Engineer three (3) complete bound sets of typewritten or blueprinted instructions for operating and maintaining all systems and equipment included in this Division. All instructions shall be submitted in draft for review prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instruction.

C. The Contractor, in the above-mentioned instructions, shall include the maintenance schedule for the principal items of equipment furnished under this Division.

D. The appropriate Contractor shall physically demonstrate procedures for all routine maintenance of all equipment furnished under each respective Section to assure accessibility to all devices.

E. An authorized manufacturer's representative shall attest in writing that the equipment has been properly installed prior to startup of any major equipment. The following equipment will require this inspection: pumps; air conditioning equipment, controls, air handling equipment, boilers. These letters will be bound into the operating and maintenance books.

F. Refer to individual trade Sections for any other particular requirements related to operating instructions.

1.36 ADJUSTING AND TESTING

A. After all the equipment and accessories to be furnished are in place, they shall be put in final adjustment and subjected to such operating tests so as to assure the Engineer that they are in proper adjustment and in satisfactory, permanent operating condition.

B. Where requested by the Engineer, a factory-trained service engineering representative shall inspect the installation and assist in the initial startup and adjustment to the equipment. The period of these services shall be for such time as necessary to secure proper installation and

adjustments. After the equipment is placed in permanent operation, the service engineering representative shall supervise the initial operation of the equipment and instruct the personnel responsible for operation and maintenance of the equipment.

The service engineering representative shall notify the Contractor in writing that the equipment was installed according to manufacturer's recommendations and is operating as intended by the manufacturer.

1.37 GUARANTEES

A. The Contractor shall guarantee all equipment, material and workmanship under these Specifications and the Contract for a period of one (1) year from the date of final acceptance by Owner, unless otherwise noted.

B. During this guarantee period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately by the Contractor without expense to the Owner. Such repairs or replacements shall be made to the Engineer's satisfaction.

1.38 RESTRICTIONS

A. Piping shall not be run in any concrete floor slab. Written approval from the Structural Engineer may be obtained only after submission and approval of a layout shop drawing.

END OF SECTION 21 01 00

SECTION 21 13 13

WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes the following fire-suppression piping inside the building:
   1. Wet-pipe sprinkler systems.

1.03 SYSTEM DESCRIPTIONS

A. Wet-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing water and that is connected to water supply. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

1.04 PERFORMANCE REQUIREMENTS

A. Standard Piping System Component Working Pressure: Listed for at least 175 psig (1200 kPa).

B. Fire-suppression sprinkler system design shall be approved by authorities having jurisdiction.

C. Seismic Performance: Fire-suppression piping shall be capable of withstanding the effects of earthquake motions determined according to NFPA 13.

1.05 SUBMITTALS

A. Product Data: For the following:
   1. Piping materials, including dielectric fittings and sprinkler specialty fittings.
   2. Pipe hangers and supports, including seismic restraints.
   3. Valves, including listed fire-protection valves, unlisted general-duty valves, and specialty valves and trim.
   4. Sprinklers, escutcheons, and guards. Include sprinkler flow characteristics, mounting, finish, and other pertinent data.

B. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations, if applicable.

C. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping."

D. Welding certificates.

E. Field quality-control test reports.

F. Operation and Maintenance Data: For standpipe and sprinkler specialties to include in emergency, operation, and maintenance manuals.

1.06 QUALITY ASSURANCE

A. Installer Qualifications:
   1. Installer's responsibilities include designing, fabricating, and installing fire-suppression systems and providing professional engineering services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.
      a. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified professional engineer.

B. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX.

C. NFPA Standards: Fire-suppression-system equipment, specialties, accessories, installation, and testing shall comply with the following:

   1. NFPA 13/2013, "Installation of Sprinkler Systems."

1.07 COORDINATION

A. Coordinate layout and installation of sprinklers with other construction that penetrates ceilings, including light fixtures, HVAC equipment, and partition assemblies.

B. Coordination Drawings: Fire-suppression standpipes, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

   1. Domestic water piping.
   2. Sanitary, waste and vent piping.
   3. Storm drainage piping.
   4. HVAC hydronic piping.
   5. HVAC chilled water piping.
   6. HVAC ductwork.
   7. Items penetrating finished ceiling including the following:
      a. Lighting fixtures.
      b. Air outlets and inlets.
      c. Fire alarm devices.
      d. Speakers.

1.08 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

   1. Sprinkler Cabinets: Finished, wall-mounting, steel cabinet with hinged cover, with space for minimum of required spare sprinklers plus sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler on Project.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.02 STEEL PIPE AND FITTINGS

A. Threaded-End, Standard-Weight Steel Pipe: ASTM A 53/A 53M, ASTM A 135, or ASTM A 795, hot-dip galvanized where indicated and with factory- or field-formed threaded ends.
1. Cast-Iron Threaded Flanges: ASME B16.1.
2. Malleable-Iron Threaded Fittings: ASME B16.3.
3. Gray-Iron Threaded Fittings: ASME B16.4.
4. Steel Threaded Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M or ASTM A 106, Schedule 40, seamless steel pipe hot-dip galvanized where indicated. Include ends matching joining method.
5. Steel Threaded Couplings: ASTM A 865 hot-dip galvanized-steel pipe where indicated.

B. Plain-End, Standard-Weight Steel Pipe: ASTM A 53/A 53M, ASTM A 135, or ASTM A 795 hot-dip galvanized-steel pipe where indicated.
1. Steel Welding Fittings: ASTM A 234/A 234M, and ASME B16.9 or ASME B16.11.
2. Steel Flanges and Flanged Fittings: ASME B16.5.

C. Grooved-End, Standard-Weight Steel Pipe: ASTM A 53/A 53M, ASTM A 135, or ASTM A 795, hot-dip galvanized where indicated and with factory- or field-formed, square-cut- or roll-grooved ends.
1. Grooved-Joint Piping Systems:
a. Manufacturers:
Star Pipe Products; Star Fittings Div.
Victaulic Co. of America.
Ward Manufacturing.
b. Grooved-End Fittings: UL-listed, ASTM A 536, ductile-iron casting with OD matching steel-pipe OD.
c. Grooved-End-Pipe Couplings: UL 213 and AWWA C606, rigid pattern, unless otherwise indicated; gasketed fitting matching steel-pipe OD. Include ductile-iron housing with keys matching steel-pipe and fitting grooves, prelubricated rubber gasket listed for use with housing, and steel bolts and nuts.

2.03 DIELECTRIC FITTINGS

A. Assembly shall be copper alloy, ferrous, and insulating materials with ends matching piping system.

B. Dielectric Unions: Factory-fabricated assembly, designed for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C). Include insulating material that isolates dissimilar materials and ends with inside threads according to ASME B1.20.1.
1. Manufacturers:
a. Central Plastics Company.
b. Watts Industries, Inc.; Water Products Div.

c. Zurn Industries, Inc.; Wilkins Div.

C. Dielectric Flanges: Factory-fabricated companion-flange assembly, for 175-psig (1200-kPa) minimum working-pressure rating as required for piping system.
1. Manufacturers:
   a. Capitol Manufacturing Co.
   b. Central Plastics Company.
   c. Epco Sales, Inc.
   d. Watts Industries, Inc.; Water Products Div.

D. Dielectric Flange Insulation Kits: Components for field assembly shall include CR or phenolic gasket, PE or phenolic bolt sleeves, phenolic washers, and steel backing washers.
1. Manufacturers:
   a. Advance Products and Systems, Inc.
   b. Calpico, Inc.
   c. Central Plastics Company.
   d. Pipeline Seal and Insulator, Inc.

E. Dielectric Couplings: Galvanized steel with inert and noncorrosive thermoplastic lining and threaded ends and 300-psig (2070-kPa) working-pressure rating at 225 deg F (107 deg C).
1. Manufacturers:
   a. Calpico, Inc.
   b. Lochinvar Corp.
   c. Watts Water Technologies, Inc.

F. Dielectric Nipples: Electroplated steel with inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved ends and 300-psig (2070-kPa) working-pressure rating at 225 deg F (107 deg C).
1. Manufacturers:
   a. Perfection Corporation.
   b. Precision Plumbing Products, Inc.
   c. Victaulic Co. of America.

2.04 SPRINKLER SPECIALTY FITTINGS

A. Sprinkler specialty fittings shall be UL listed or FMG approved, with 175-psig (1200-kPa) minimum working-pressure rating and made of materials compatible with piping.

B. Outlet Specialty Fittings:
1. Manufacturers:
   a. Southwestern Pipe, Inc.
   b. Star Pipe Products; Star Fittings Div.
   c. Victaulic Co. of America.
   d. Ward Manufacturing.
2. Mechanical-T and -Cross Fittings: UL 213, ductile-iron housing with gaskets, bolts and nuts, and threaded, locking-lug, or grooved outlets.

C. Sprinkler Drain and Alarm Test Fittings: Cast- or ductile-iron body; with threaded or locking-lug inlet and outlet, test valve, and orifice and sight glass.
1. Manufacturers:
   a. Central Sprinkler Corp.
   b. Fire-End and Croker Corp.

c. Viking Corp.
d. Victaulic Co. of America.

D. Sprinkler Branch-Line Test Fittings: Brass body with threaded inlet, capped drain outlet, and threaded outlet for sprinkler.
1. Manufacturers:
a. Elkhart Brass Mfg. Co., Inc.
b. Fire-End and Croker Corp.
c. Potter-Roemer; Fire-Protection Div.

E. Sprinkler Inspector's Test Fitting: Cast- or ductile-iron housing with threaded inlet and drain outlet and sight glass.
1. Manufacturers:
a. AGF Manufacturing Co.
b. Central Sprinkler Corp.
c. G/J Innovations, Inc.

F. Drop-Nipple Fittings: UL 1474, adjustable with threaded inlet and outlet, and seals.
1. Manufacturers:
a. CECA, LLC.
b. Merit.
c. Victaulic Co. of America.

2.05 LISTED FIRE-PROTECTION VALVES

A. Valves shall be UL listed or FMG approved, with 175-psig (1200 kPa) minimum pressure rating.

B. Gate Valves with Wall Indicator Posts:
1. Gate Valves: UL 262, cast-iron body, bronze mounted, with solid disc, nonrising stem, operating nut, and flanged ends.
2. Indicator Posts: UL 789, horizontal-wall type, cast-iron body, with hand wheel, extension rod, locking device, and cast-iron barrel.
3. Manufacturers:
a. Grinnell Fire Protection.
b. McWane, Inc.; Kennedy Valve Div.
c. NIBCO.
d. Stockham.

C. Ball Valves: Comply with UL 1091, except with ball instead of disc.
1. NPS 1-1/2 (DN 40) and Smaller: Bronze body with threaded ends.
2. NPS 2 and NPS 2-1/2 (DN 50 and DN 65): Bronze body with threaded ends or ductile-iron body with grooved ends.
3. NPS 3 (DN 80): Ductile-iron body with grooved ends.
4. Manufacturers:
a. NIBCO.
b. Victaulic Co. of America.
c. Milwaukee Valve Company.

D. Butterfly Valves: UL 1091.
1. NPS 2 (DN 50) and Smaller: Bronze body with threaded ends.
a. Manufacturers:
Global Safety Products, Inc.

Milwaukee Valve Company.
Victaulic Co. of America.

2. NPS 2-1/2 (DN 65) and Larger: Bronze, cast-iron, or ductile-iron body; wafer type or with flanged or grooved ends.
   a. Manufacturers:
      McWane, Inc.; Kennedy Valve Div.
      NIBCO.
      Victaulic Co. of America.

E. Check Valves NPS 2 (DN 50) and Larger: UL 312, swing type, cast-iron body with flanged or grooved ends.
   1. Manufacturers:
      a. Grinnell Fire Protection.
      b. McWane, Inc.; Kennedy Valve Div.
      c. NIBCO.
      d. Reliable Automatic Sprinkler Co., Inc.
      e. Star Sprinkler Inc.
      f. Stockham.
      g. Victaulic Co. of America.

F. Gate Valves: UL 262, OS&Y type.
   1. NPS 2 (DN 50) and Smaller: Bronze body with threaded ends.
      a. Manufacturers:
         Crane Co.; Crane Valve Group; Crane Valves.
         Hammond Valve.
         NIBCO.
         United Brass Works, Inc.
   2. NPS 2-1/2 (DN 65) and Larger: Cast-iron body with flanged ends.
      a. Manufacturers:
         Clow Valve Co.
         Crane Co.; Crane Valve Group; Crane Valves.
         Crane Co.; Crane Valve Group; Jenkins Valves.
         Hammond Valve.
         Milwaukee Valve Company.
         Mueller Company.
         NIBCO.
         Red-White Valve Corp.
         United Brass Works, Inc.

G. Indicating Valves: UL 1091, with integral indicating device and ends matching connecting piping.
   1. Indicator: Electrical, 115-V ac, prewired, single-circuit, supervisory switch.
   2. NPS 2 (DN 50) and Smaller: Ball or butterfly valve with bronze body and threaded ends.
      a. Manufacturers:
         Milwaukee Valve Company.
         NIBCO.
         Victaulic Co. of America.
   3. NPS 2-1/2 (DN 65) and Larger: Butterfly valve with cast- or ductile-iron body; wafer type or with flanged or grooved ends.
      a. Manufacturers:
         Central Sprinkler Corp.
         Grinnell Fire Protection.

McWane, Inc.; Kennedy Valve Div.
Milwaukee Valve Company.
NIBCO.
Victaulic Co. of America.

2.06 UNLISTED GENERAL-DUTY VALVES

A. Ball Valves NPS 2 (DN 50) and Smaller: MSS SP-110, 2-piece copper-alloy body with chrome-plated brass ball, 600-psig (4140-kPa) minimum CWP rating, blowout-proof stem, and threaded ends.

B. Check Valves NPS 2 (DN 50) and Smaller: MSS SP-80, Type 4, Class 125 minimum, swing type with bronze body, nonmetallic disc, and threaded ends.

C. Gate Valves NPS 2 (DN 50) and Smaller: MSS SP-80, Type 2, Class 125 minimum, with bronze body, solid wedge, and threaded ends.

D. Globe Valves NPS 2 (DN 50) and Smaller: MSS SP-80, Type 2, Class 125 minimum, with bronze body, nonmetallic disc, and threaded ends.

2.07 SPECIALTY VALVES

A. Sprinkler System Control Valves: UL listed or FMG approved, cast- or ductile-iron body with flanged or grooved ends, and 175-psig (1200-kPa) minimum pressure rating.
1. Manufacturers:
   a. Grinnell Fire Protection.
   b. Reliable Automatic Sprinkler Co., Inc.
   c. Star Sprinkler Inc.
   d. Victaulic Co. of America.
   e. Viking Corp.

B. Automatic Drain Valves: UL 1726, NPS 3/4 (DN 20), ball-check device with threaded ends.
1. Manufacturers:
   a. AFAC Inc.
   b. Grinnell Fire Protection.
   c. Victaulic Co. of America.

2.08 SPRINKLERS

A. Sprinklers shall be UL listed or FMG approved, with 175-psig (1200-kPa) minimum pressure rating.

B. Manufacturers:
1. Grinnell Fire Protection.
2. Reliable Automatic Sprinkler Co., Inc.
3. Star Sprinkler Inc.
4. Viking Corp.

C. Automatic Sprinklers: With heat-responsive element complying with the following:
1. UL 199, for nonresidential applications.
2. UL 1626, for residential applications.
3. UL 1767, for early-suppression, fast-response applications.

D. Sprinkler Types and Categories: Nominal 1/2-inch (12.7-mm) orifice for "Ordinary" temperature classification rating, quick response unless otherwise indicated or required by application.

E. Sprinkler types, features, and options as follows:
   1. Concealed ceiling sprinklers, including cover plate.
   2. Flush ceiling sprinklers, including escutcheon.
   3. Pendent sprinklers.
   4. Extended coverage pendent concealed sprinklers
   5. Pendent, dry-type sprinklers.
   6. Quick-response sprinklers.
   7. Recessed sprinklers, including escutcheon.
   8. Sidewall sprinklers.
   9. Sidewall, dry-type sprinklers.
   10. Upright sprinklers.

F. Sprinkler Finishes: white, bronze, and painted.

G. Special Coatings: Wax, lead, and corrosion-resistant paint.

H. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.
   1. Ceiling Mounting: Chrome-plated steel, one piece, flat.
   2. Sidewall Mounting: Chrome-plated steel, one piece, flat.

I. Sprinkler Guards: Wire-cage type, including fastening device for attaching to sprinkler.

PART 3 - EXECUTION

3.01 PIPING APPLICATIONS, GENERAL

A. Shop weld pipe joints where welded piping is indicated.

B. Do not use welded joints for galvanized-steel pipe.

C. Flanges, flanged fittings, unions, nipples, and transition and special fittings with finish and pressure ratings same as or higher than system's pressure rating may be used in aboveground applications, unless otherwise indicated.

3.02 SPRINKLER SYSTEM PIPING APPLICATIONS

A. Standard-Pressure, Wet-Pipe Sprinkler System, 175-psig (1200-kPa) Maximum Working Pressure:
   1. NPS 2 and smaller: Threaded-end, black, standard-weight steel pipe; cast- or malleable-iron threaded fittings; and threaded joints.
   2. NPS 2-1/2 and larger: Grooved-end, Schedule 10 steel pipe; grooved-end fittings; grooved-end-pipe couplings; and grooved joints.

3.03 JOINT CONSTRUCTION

A. Refer to Division 21 Section "Common work Results for Fire Suppression" for basic piping joint construction.

B. Threaded Joints: Comply with NFPA 13 for pipe thickness and threads. Do not thread pipe smaller than NPS 8 (DN 200) with wall thickness less than Schedule 40 unless approved by authorities having jurisdiction and threads are checked by a ring gage and comply with ASME B1.20.1.

C. Grooved Joints: Assemble joints with listed coupling and gasket, lubricant, and bolts.
   1. Ductile-Iron Pipe: Radius-cut-groove ends of piping. Use grooved-end fittings and grooved-end-pipe couplings.
   2. Steel Pipe: Square-cut or roll-groove piping as indicated. Use grooved-end fittings and rigid, grooved-end-pipe couplings, unless otherwise indicated.
   3. Copper Tube: Roll-groove tubing. Use grooved-end fittings and grooved-end-tube couplings.
   4. Dry-Pipe Systems: Use fittings and gaskets listed for dry-pipe service.

D. Dissimilar-Metal Piping Joints: Construct joints using dielectric fittings compatible with both piping materials.
   1. NPS 2 (DN 50) and Smaller: Use dielectric unions, couplings, or nipples.
   2. NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Use dielectric flanges.
   3. NPS 5 (DN 125) and Larger: Use dielectric flange insulation kits.

3.04 PIPING INSTALLATION

A. Refer to Division 21 Section "Common work Results for Fire Suppression" for basic piping installation.

B. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.
   1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.

C. Use approved fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

D. Install unions adjacent to each valve in pipes NPS 2 (DN 50) and smaller. Unions are not required on flanged devices or in piping installations using grooved joints.

E. Install flanges or flange adapters on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger connections.

F. Install sprinkler piping with drains for complete system drainage.

G. Hangers and Supports: Comply with NFPA 13 for hanger materials.
   1. Install sprinkler system piping according to NFPA 13.

H. Earthquake Protection: Install piping according to NFPA 13 to protect from earthquake damage.

I. Fill wet-pipe sprinkler system piping with water.

3.05 SPRINKLER APPLICATIONS

A. Drawings indicate sprinkler types to be used. Where specific types are not indicated, use the following sprinkler types:

1. Rooms without Ceilings: Upright sprinklers.
2. Rooms with Suspended Ceilings: Concealed sprinklers.
3. Wall Mounting: Concealed sidewall sprinklers.
4. Spaces Subject to Freezing: dry sprinklers.
5. Sprinkler Finishes:
   a. Upright, Pendent, and Sidewall Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax coated where exposed to acids, chemicals, or other corrosive fumes.
   b. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
   c. Flush Sprinklers: Bright chrome, with painted white escutcheon.
   d. Recessed Sprinklers: White, with white escutcheon.

3.06 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of acoustical ceiling panels and tiles.

B. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing. Use dry-type sprinklers with water supply from heated space.

C. Install sprinklers into flexible, sprinkler hose fittings, and install hose into bracket on ceiling grid.

D. Install ball drip valve at each check valve for fire department connection.

3.07 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

C. Connect water-supply piping to fire-suppression piping. Include backflow preventer between potable-water piping and fire-suppression piping. Refer to Division 22 Section "Domestic Water Piping Specialties" for backflow preventers.

D. Install ball drip valves at each check valve for fire department connection. Drain to floor drain or outside building.

E. Connect piping to specialty valves, hose valves, specialties, fire department connections, and accessories.

F. Electrical Connections: Power wiring is specified in Division 26.

G. Connect alarm devices to fire alarm.

H. Ground equipment according to Division 26 Section "Grounding and Bonding. For Electrical Systems"

I. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

J. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.08 LABELING AND IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

3.09 FIELD QUALITY CONTROL

A. Perform the following field tests and inspections and prepare test reports:
   1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
   2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
   3. Energize circuits to electrical equipment and devices.
   4. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
   5. Coordinate with fire alarm tests. Operate as required.

B. Report test results promptly and in writing to Architect and authorities having jurisdiction.

3.10 CLEANING AND PROTECTION

A. Clean dirt and debris from sprinklers.

B. Remove and replace sprinklers with paint other than factory finish.

C. Protect sprinklers from damage until Substantial Completion.

3.11 DEMONSTRATION AND WARRANTY

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specialty valves. Refer to Division 1 Section "Closeout Procedures."

B. Refer to closeout procedures in Division 1 Section "Closeout Procedures."

3.12 FIRE PROTECTION DURING CONSTRUCTION

A. Provide temporary fire protection during construction, including temporary fittings, etc., until such time as permanent system can be activated.

END OF SECTION 21 13 13