



**CITY OF STAMFORD**  
**PURCHASING DEPARTMENT**

Request for Proposal No.	860
Title	Professional Architectural / Engineering Services for Renovations to the Science Wing of Stamford High School
Date Issued	February 10, 2022
Issued on behalf of	Engineering
Proposals Due	March 10, 2022 @ 4:00 P.M.
Submit Responses	Online via ProcureWare at <a href="https://stamfordct.procureware.com">https://stamfordct.procureware.com</a>
Name saved file as	<i>Proposer Name</i> Response to Stamford RFP No. XXX
Deadline for questions	10 working days before the due date
Contact for Technical Questions/Project Manager	Domenic Tramontozzi, Sr. Construction Manager, (203) 977-4863 or <a href="mailto:dtramontozzi@stamfordct.gov">dtramontozzi@stamfordct.gov</a>
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent <a href="mailto:elarson@stamfordct.gov">elarson@stamfordct.gov</a>
Pre-Proposal Meeting	N/A
Mandatory	

**Introduction**

The City of Stamford, Connecticut is requesting proposals from qualified architectural and engineering firms licensed to practice in the State of Connecticut to prepare Bid documents for the Renovations to the Science Wing of Stamford High School. The full scope of work is described in the scope/specifications and drawings appended hereto.

## **INTERNET USAGE ACKNOWLEDGEMENT**

**Caution:** The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

## **RFQ/RFP SUBMISSION REQUIREMENTS**

The Purchasing Department requests that you identify clearly your fee proposal sheet(s), as well as your bid bond pages if applicable.

Bids/Proposals must be received by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

The following documents should be returned with your RFQ/RFP:

- Contractor's Statement
- Non-Collusion Affidavit
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (**For all school projects**)
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.

Or

- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form

[http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)

*The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions if the best interest of the City is served.*

## **Issuing Office**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the “City.” The issuing officer is the Purchasing Agent or designee.

## **Inquiries**

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

## **Incurring Cost**

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## **Rejection/Acceptance of Proposals**

The City of Stamford reserves the right to refuse for any reason deemed to be in the City’s best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

## **Addenda to RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

## **Submission of Proposals**

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

## **Proprietary Information**

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

## **Key Personnel**

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

## **Independent Project Cost Determination and Gratuities**

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

## **Prime Contractor Responsibility**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

## **Availability of Funds**

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. **In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.**

## **Termination for Default or for the Convenience of the Contracting Agency**

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Office of Administration/Operations, the Purchasing Department or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the Consultant hereunder, the City shall not be liable for any fees and may, at its sole discretion, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder.

### **Ambiguity in the Request for Proposal (RFP)**

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

### **Ownership Information**

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

### **Negotiated Changes**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

### **Contract Agreement**

The selected proposer will be required to enter into an AIA document B101-2017 agreement between Owner and Architect. The terms of which agreement may vary considerably based on project specifics.

### **Insurance Requirements**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

### **Competition Intended**

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

### **Tax Exempt**

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

## **Sample Agreement**

A sample agreement follows and is made a part of these conditions. It is an example only. The actual contract submitted for your firm's signature will vary based upon the particulars of the specific bid package. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.

## **Notification to Bidders (Rev. 9-1-17)**

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

The City of Stamford aggressively solicits 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; and (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 City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, 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) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "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) a promise to set aside a portion of the contract for legitimate minority business enterprises.

### 2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

### 3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.



**Contractor's Statement**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

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If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% if the common or preferred stock of said holding company.

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The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

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Name of Bidder/Proposer: \_\_\_\_\_

Signature of Bidder/Proposer: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Indicate if company submitting this proposal is: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE

**Non-Collusion Affidavit**

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

Date: \_\_\_\_\_

Personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

EFFECTIVE: 2/24/09

**City of Stamford**  
**State of Connecticut Contractor Verification (in accordance with Public Act 16-67)**

**Compliance Affidavit**

I, the undersigned, personally and on behalf of \_\_\_\_\_, having  
(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-\_\_\_\_\_. Further, if I or said Contractor  
(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Title of person completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

Date: \_\_\_\_\_

Personally appeared \_\_\_\_\_, as \_\_\_\_\_  
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

CERTIFICATE OF CORPORATE RESOLUTION  
RFQ/RFP

I, \_\_\_\_\_, SECRETARY OF \_\_\_\_\_  
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, DO  
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS  
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF  
DULY CALLED AND HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

“RESOLVED, THAT THE \_\_\_\_\_  
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN  
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR  
\_\_\_\_\_, RFP/RFQ No. \_\_\_\_\_”.

I, FURTHER CERTIFY THAT, \_\_\_\_\_ IS THE DULY  
ELECTED \_\_\_\_\_ OF \_\_\_\_\_  
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS  
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED  
THE SEAL OF SAID CORPORATION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY

**CERTIFICATION AS TO CONTRACT SIGNATORY**  
*For Limited Liability Companies (LLCs)*  
**(Effective 9/1/2011)**

I, \_\_\_\_\_ a \_\_\_\_\_ of \_\_\_\_\_,  
(name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that \_\_\_\_\_ is run by \_\_\_\_\_  
(name of LLC) (Members or Managers)

2. that \_\_\_\_\_ is a \_\_\_\_\_ of \_\_\_\_\_  
(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such \_\_\_\_\_ is not prohibited from or  
(name of Member/Manager who is contract signatory)  
limited by the articles of organization from binding the LLC.

**IN WITNESS HEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

(LLC Seal)

(Circle this L.S. if there is no seal)

\_\_\_\_\_  
Secretary (name of Secretary)

**PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM**

RFP No: \_\_\_\_\_

Date: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Business Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

DUNS Number: \_\_\_\_\_ Tax Id. No.: \_\_\_\_\_

Indicate (Yes/No) if company submitting this proposal is:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE  
(If yes, attach relevant certification)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Addenda Acknowledgement – check and note date of addendum

<input type="checkbox"/> Addenda No. 1	<input type="checkbox"/> Addenda No. 2
<input type="checkbox"/> Addenda No. 3	<input type="checkbox"/> Addenda No. 4
<input type="checkbox"/> Addenda No. 5	<input type="checkbox"/> Addenda No. 6
<input type="checkbox"/> Addenda No. 7	<input type="checkbox"/> Addenda No. 8
<input type="checkbox"/> Addenda No. 9	<input type="checkbox"/> Addenda No. 10
<input type="checkbox"/> Addenda No. 11	<input type="checkbox"/> Addenda No. 12

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<b>or</b>											
<b>Employer identification number</b>											

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**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.

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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)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

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)

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)
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**REQUEST FOR PROPOSAL**  
**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES**  
**RENOVATIONS TO THE SCIENCE WING OF**  
**STAMFORD HIGH SCHOOL**

**1.0 GENERAL INFORMATION**

**2.0 PROJECT SCOPE**

**3.0 PROPOSAL INSTRUCTION**

**4.0 PROPOSAL EVALUATION**

**Appendix A – Fee Proposal Form**

**Appendix B - Insurance Requirements**

**Appendix C – Sample Agreement**

**Appendix D –Study Report by Silver / Petrucelli + Associates**

**Appendix E – Modifications to Budget by Professional Construction Services**

**Appendix F – Existing Floor Plans, circa 1967 & 1998**

## **1.0 GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This Request for Proposal (RFP) was prepared to solicit proposals from qualified architectural and engineering firms licensed to practice in the State of Connecticut to prepare Bid documents for the Renovations to the Science Wing of Stamford High School, located at 55 Strawberry Hill Avenue.

The words “architect”, “engineer” and “proposer” are used interchangeably in this RFP.

### **1.2 KEY PERSONNEL**

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the Office of Operations fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the Office of Operations. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the Office of Operations is unacceptable, shall be removed from the project pursuant to the request of the Office of Operations. The proposer will have fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the Office of Operations.

The City shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer shall be able to provide immediate, temporary replacement and within 30 days, provide permanent replacement.

## **2.0 PROJECT STATEMENT**

The City of Stamford desires to solicit proposals from qualified A/E firms licensed to practice architecture and/or engineering in the State of Connecticut to design, produce, and administer phased construction contracts for the Renovations to the Science Wing of Stamford High School.

### **2.1 PROJECT BACKGROUND**

Stamford High School located at 55 Strawberry Hill Avenue is a multi-story building, which consists of numerous additions and renovations. The existing science wing is on two floors of the 1971 addition, known as 500 and 600 block.

A Study Report, including narrative, recommendations, proposed layout and estimates of construction costs, was recently prepared by Silver / Petrucelli + Associates. A second opinion of probable cost was conducted by Professional Construction Services and is also included. These attached assessments shall be the basis of Schematic Design and the proposed Phases.

The project under this RFP consists of, but is not limited to the inspection, survey, documentation, design, construction documents and construction administration for the renovation of the Science Wing as two phases. The first phase is to be designed and constructed under the available budget of \$1 million dollars. The Bid Documents are to be bid separately as Phase One and as the remaining Second Phase.

## **2.2 PROJECT SCOPE**

The goal of this RFP is to provide a safe environment without diminishing the aesthetics of the building. The scope of work shall include but not limited to the following: preparing contract bid documents to Renovate the 2 floors of the Science Wing, consisting of 14 laboratory classrooms with prep and storage rooms, shared chemical and equipment rooms, computer (non-lab) classroom.

The City has existing building drawings, however, due to renovations over the years, the drawings do not reflect all of the current conditions. In addition, these drawing files are in PDF format and there are no CAD files. A PDF of the attached assessment will be provided to successful vendor, but it is subject to further investigation, surveying and documentation:

- Confirm the presence of hazardous materials of all the affected slabs, ceilings, walls, paint, floors, mastic, insulation, caulking and all other existing materials which maybe suspect.
- Confirm the size and square or linear footage of all items requiring replacement or upgrade.
- Confirm moisture content in concrete slab and provide recommendations on necessity and/or installation of moisture mitigation.
- Confirm width, depth & height of all areas receiving new millwork and prepare drawings.
- Confirm all electrical connections and fixtures to be replaced or upgraded.
- Confirm all plumbing pipes and fixtures to be replaced or upgraded. (Including gas and halon and emergency showers)
- Confirm all mechanical or laboratory ductwork and fans to be replaced or upgraded.
- Confirm all sprinkler heads, pipes to be relocated or added.
- Prepare existing conditions drawings.
- Test and define location of all hazardous materials affected by work.

### **Schematic Design:**

- Prepare drawings for renovation of all rooms, as proposed within the assessment report.
- Evaluate and separate the most likely scope to be the First Phase of renovation.
- Meet with school staff and interested parties to further define and develop details, schedules, costs and scope of both Phases.
- Prepare documents that differentiate between First and Second Phase of entire renovation.
- Prepare a probable construction estimate for First and Second Phase.
- The City is looking to standardize the millwork within the schools; therefore, the millwork should be similar in style, character and like materials to recent upgrades.
- Prepare hazardous materials scope of abatement or remediation, per phase.
- Prepare a phasing schedule, including swing space if necessary.

### **Design Development:**

- Prepare drawings and specifications for the First and separately for the Second Phase.
- Design must meet all applicable Federal, State and local codes.
- Design must meet the requirements of chemical storage standards.

Drawings should be sufficiently detailed to approximately 75% complete for the City's and Stamford Public School's review and comment.

#### Contract Documents:

Submit 100% Bid documents, drawings and specifications for the City's review.

Provide final probable cost estimates for both First Phase (\$1M) and Second Phase (\$TBD).

Documents to include all information (drawings and specifications) necessary to properly abate hazardous materials affected by the scope of work, per phase.

Documents for Phase One to be completed and ready for Bid four (4) months after Designer's Contract Execution.

Obtain approval from the Building Dept., Fire Marshall and all other local authorities having jurisdiction.

All comments from the Engineering Bureau, Public Schools' Facilities, Building Department and Fire Marshall to be addressed.

#### Bidding:

Attend and conduct separate pre-bid walk through.

Respond to contractors RFIs, prepare sketches, drawings, specifications and all other items necessary to answer RFIs and assist the City in preparing necessary addenda.

Review contractor's bids, check references and make recommendations to the City.

Attend pre-award meeting with lowest qualified bidder and prepare meeting minutes.

#### Construction Administration, over two phases, likely by two different contractors:

Provide signed and sealed documents for the Applications of Building Permit, prior to contractors' award.

Attend bi-weekly meetings and prepare meeting minutes.

Review contractors' schedule and comment.

Review contractors' schedule of values and comment.

Prepare progress reports of on-going construction activities.

Review shop drawings and submittals for compliance with the contract documents and industry standards.

The City typically accepts substitution requests; however, since the City is trying to standardize components of all the schools, substitutions may not be accepted for all items.

Review and respond to contractors' RFIs. Prepare sketches, drawings, specifications or all other items necessary to respond to the RFI.

Review contractors' payment requisitions and make recommendations to the City for payment.

Review contractors' request for proposed change orders and make recommendations as to validity and value.

The City will attain the services of an independent Hygienist to monitor, inspect and perform clearance testing of abatement activities.

Review and comment on contractors' as-builts, O&M manuals and warranties.

## 2.5 DELIVERABLES

Schematic Design, estimates and Design Development documents are to be delivered to the City in PDF format. Documents too large to email are to be delivered to the City on a flash drive.



Construction Bid Documents are to be prepared and provided to the City in electronic format, on AutoCAD 2018 and PDF. Upon award of the project to the lowest qualified bidder, Architect/engineer shall submit electronically to the winning bidders signed and sealed documents for the purposes of obtaining their building permit. Specifications and professional cost estimates are to be prepared utilizing CSI format. All documents too large to email shall be delivered to the City on a flash drive. If the proposer utilizes an FTP site, that may be used in lieu of flash drives.

## **2.6 FEE**

The project shall be proposed under lump sum cost, including all consultants and escalation for Second Phase CA. The specific tasks shall be broken out as shown on the fee proposal form (Appendix A).

Reimbursable expenses shall be broken out of the total fee and set at a not to exceed amount. This shall include customary costs for out-of-office use or distribution and expenses directly related to this project. They shall not include travel, meals or taxes. Back up shall be provided with all invoices.

Hourly rates are to be submitted with the fee. The fee along with the rates shall be incorporated into the agreement. Additional services, if necessary and agreed to, will be negotiated based upon hourly rates.

Fee shall include all costs associated with survey, documentation, design, contract documents, Phased construction administration and all other costs required to Renovate the Science Wing as described in this RFP.

## **3.0 PROPOSAL INSTRUCTIONS**

The contractor shall follow the guidelines given below to allow for the efficient evaluation and selection process.

### **3.1 CONTENT AND FORMAT**

Proposal is to be submitted in three (3) parts:

1. Letter of Transmittal.
2. Proposal response which includes qualifications and work plan.
3. Financial supplement containing the proposed fee.

Proposals are to be uploaded onto Procureware.

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and proposal selection, including the substitution of subcontractors or of staff.

### **3.2 LETTERS OF TRANSMITTAL**

The cover letter must specify the following:

The corporation's name and address of the prime design-builder.

Name, title and telephone number of the individual within the corporation who is authorized to commit the company to this contract.

The name, title and telephone number of the individual whom the Office of Operations should contact regarding questions, and clarifications.

The corporation name and address of all proposed subcontractors, consultants or partners.

The time for validity of the offer must be one hundred twenty (120) days from the due date of the proposal.

Proposer shall also provide a statement specifying the following qualifications:

- Experience as an architect and/or engineer in the State of Connecticut for a minimum of five (5) years.
- Availability of professional staff to be able to work from an office within the area that would allow the assigned professionals to be available on a full time basis.

### **3.3 PROPOSAL RESPONSE FORMAT**

#### **SUMMARY**

The summary should include significant features of proposal including the proposer's experience, and project team. It must include all background information related to the proposer's understanding of the requirements and procedures adopted by the City for successful completion of this project.

#### **PROJECT SCOPE**

The proposer shall address all items described in Section 2.0 through Section 2.6.

#### **PROJECT MANAGEMENT PLAN**

The project management plan shall include sufficiently detailed information to identify the proposer's organization, project staff, responsibilities and internal reporting requirements. Where sub consultants are to be used, their names, qualifications, specific tasks and control elements must be specified, as well as the firms' control elements on sub consultant's performance.

Finally, the project management plan must show the relationship between this project and other corporate commitments, the provision for backup personnel and the total corporate resources potentially available to this project.

## **PROJECT STAFF**

A detailed resume must be included for each individual to whom the proposer plans to assign or commit to the project. Where individual resumes for backup or non-assigned personnel are included, they must be clearly marked as "SECONDARY RESOURCES".

For each individual whom the proposer plans to assign to the project, the proposer must designate the individual's status such as full time regular employee, part time regular employee, consultant, etc., and must specify the number of years that the individual has been employed by the proposer.

The proposer should include a separate list of sub-contractors that may be used, along with related costs, to prepare all documents for obtaining any permits and approvals which may be required for this project. The cost for sub-contractors should be included in the lump sum cost submitted.

## **EXPERIENCE AND CAPABILITIES**

This section should include detailed information regarding previous projects successfully completed by the proposer and general information related to offering organization to allow the Office of Operations to assess overall capabilities.

The contractor must provide information regarding the following items related to past performance:

- History of contract performance
- Reliability of services
- Public interaction

The total number of full time employees and total number of professional employees in the offering organization should be specified. Do not include part time employees or consultants. In the event that subcontractors or partners are proposed, this information should be included for each.

## **CORPORATE FINANCIAL CAPABILITIES**

The proposer should include an annual report for the previous year and banking references. In addition, if proposer plans to have the revenues from this contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated.

## **REFERENCES**

Include at least three (3) references from other organizations or agencies for which the proposer has provided similar services.

## **APPENDICES**

The proposer may provide any additional information that is deemed useful to the Office of Operations in evaluating the proposal in Appendices. Generally, this may include examples of prior work products and methods.

## **4.0 PROPOSAL EVALUATION**

### **4.1 EVALUATION METHODOLOGY**

Proposals submitted in response to this RFP will be evaluated by the evaluation committee. This committee will be comprised of technically qualified personnel from the City of Stamford.

Evaluation will be a two-step process. First all proposals will be evaluated based upon the criteria shown in Section 4.2. Each proposal will be assigned a numeric score in this evaluation. Oral presentation may be required in order to clarify any issue and to provide additional insights into the proposal. The financial supplement of the proposal meeting the requirements of the Office of Operations will then be evaluated.

### **4.2 PROPOSAL EVALUATION**

The Office of Operations will evaluate the proposals on the following basis:

#### **4.2(a) CORPORATE EXPERIENCE AND CAPACITY**

Corporate and Project Experience:

Corporate experience will be evaluated based upon project experience and overall corporate capacity. Project experience will be evaluated based upon the quality and implementation of similar work.

#### **4.2(b) COMMITTED STAFF AND PROJECT MANAGEMENT PLAN AND ORGANIZATION**

Project staff will be evaluated based upon related project experience and assignment, qualifications of the project manager, technical skills of the project team and proposed project organization and management plan.

#### **4.2(d) FINANCIAL PROPOSAL**

Financial Capabilities: Provide certification that the proposer is financially capable of meeting all of the financial terms of this RFP. You may be required to provide the City with your firm's ability to meet the insurance requirements stipulated in Appendix C.

## APPENDIX A

The following fee is proposed to perform the duties, responsibilities and obligations as described in the preceding sections of this Request for Proposal for the Architectural and Engineering Professional Services for the Renovations to the Science Wing of Stamford High School. The project shall be proposed under a Lump Sum Fee.

### FEE BREAKDOWN

INVESTIGATION, SURVEY AND DOCUMENTATION (Including Hazardous Material testing and report)	\$ _____
SCHEMATIC DESIGN - Phase One & Two	\$ _____
DESIGN DEVELOPMENT - Phase One & Two	\$ _____
CONTRACT DOCUMENTS- Phase One (Including Hazardous Material Abatement, if any)	\$ _____
CONTRACT DOCUMENTS- Phase Two (Including Hazardous Material Abatement, if any)	\$ _____
BIDDING- Phase One	\$ _____
BIDDING- Phase Two	\$ _____
CONSTRUCTION ADMINISTRATION- Phase One	\$ _____
CONSTRUCTION ADMINISTRATION- Phase Two	\$ _____
Reimbursable Expenses (not to exceed)	\$ _____
<b>TOTAL FEE</b>	<b>\$ _____</b>

Agree to proposed schedule (circle, mark):                            YES                                  NO      

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## **APPENDIX B**

### INSURANCE REQUIREMENTS

**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Professional Architectural Engineering Services**  
**For Science Wing Renovations at Stamford High School**

The Consultant will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Such coverage shall include the following:
  - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
  - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Consultant and the City of Stamford;
  - (c) Broad form property damage coverage;
  - (d) Personal injury and advertising liability;
  - (e) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds;
  - (f) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
  - (a) Coverage for all owned, non-owned and hired vehicles;
  - (b) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds.
5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Consultant. The minimum limit of liability shall be \$2,000,000 per claim or per incident and in the aggregate.

6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Consultant and the City of Stamford or the date the Consultant commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the Consultant, whichever is later.
7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford, Board of Education and their employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the City of Stamford, Board of Education and their employees, agents and officers.
8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
10. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Consultant shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Consultant's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Consultant's obligations to comply with all provisions of these insurance requirements hereunder.



ACORD 101		CERTIFICATE OF INSURANCE				
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>				
		<b>COMPANIES AFFORDING COVERAGE</b>				
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number		<b>COMPANY A</b> Name of Insurance Company				
		<b>COMPANY B</b> Name of Insurance Company				
		<b>COMPANY C</b> Name of Insurance Company				
<b>COVERAGES</b> 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$X,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$X,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$XXX,XXX
					MED EXP (Any one person)	\$XXX,XXX
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$100,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				DISEASE - POLICY LIMIT	\$100,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE	\$100,000
C	Professional Liability	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$2,000,000 per occur/aggregate	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b> <i>City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waiver of subrogation in favor of City of Stamford, Board of Education and their employees, agents and officers.</i>						
<b>CERTIFICATE HOLDER</b>  City of Stamford 888 Washington Boulevard Stamford, CT 06901			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

## **APPENDIX C**

SAMPLE AGREEMENT



# AIA® Document A101® – 2017

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

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

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

City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901

and the Contractor:  
*(Name, legal status, address and other information)*

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

The Architect:  
*(Name, legal status, address and other information)*

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 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 execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall perform its services in accordance with the Contract Documents as expeditiously as is consistent with the expertise, care and skill exercised by contractors that have successfully completed projects of comparable size and complexity.

§ 2.2 Contractor shall report any discovered errors, omissions, discrepancies, unsuitability of surfaces or other inconsistencies to the Owner before commencing Work, and shall follow the direction of the Owner concerning such matters. If Contractor performs any Work-related activity involving an error, omission, discrepancy, unsuitability or other inconsistency which Contractor knew of, or reasonably should have known of, without first reporting and following such direction, Contractor shall be responsible for all defects, delays, damages and additional costs to Owner arising from or relating thereto, including without limitation all costs of correction, inspection, testing, supervision and project administration.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- [ X ] The date of this Agreement
- [ ] A date set forth in a notice to proceed issued by the Owner.
- [ ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 Contractor acknowledges that time limits stated in the Contract Documents are of the essence of the Contract. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

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The parties agree that if the date for Substantial Completion established herein, as may be amended by Change Order, is not attained the Owner will suffer material direct damages, the exact amount of which will be difficult to determine and accurately specify. Contractor agrees that if such date for Substantial Completion is not achieved within the Contract Time, the Contractor shall pay to the Owner as liquidated direct damages and not as a penalty, a per diem amount of one tenth (1/10) of one (1%) percent of the Contract Sum for every calendar day that Substantial Completion is delayed beyond the Contract Time. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of direct damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner, together with interest, from the date of demand. The Owner's right to claim and/or collect Liquidated Damages shall not be construed as a limitation of the Owner's right to claim any indirect consequential damages related to delay of the Project.

*(Paragraphs deleted)*

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that a pencil copy of an Application for Payment is received by the Owner and Architect no later than the twentieth (20<sup>th</sup>) day of the prior month, and a certified copy of an Application for Payment is received by the Architect not later than the first (1<sup>st</sup>) day of a month and approved by the Owner, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30<sup>th</sup>) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work completed; or delivered and suitably stored at the site for subsequent incorporation in the completed construction; or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; the foregoing shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%);
- .2 Not Used
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner or Architect has withheld or nullified a payment or Certificate for Payment as provided in Article 9 of AIA Document A201-2017.

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§ 5.1.6.2 The amount of each progress payment determined in accordance with Section 5.1.6.1 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less the amount of 200% of the value of the punch list, as monetized by the Architect, and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9 of AIA Document A201-2017.
- .3 Reduce by any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 Reduce, for Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Reduce for retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Not applicable

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Not applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

*(Paragraph deleted)*

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

§ 5.1.10 Contractor acknowledges that Owner is a municipal corporation and that Owner's obligation to make payments under this Agreement is contingent upon the appropriation by Owner's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect and that the Owner may terminate this Agreement for convenience by way of written notice to Contractor if sufficient funds to provide for the payment(s) hereunder are not appropriated.

§ 5.1.11 Pursuant to Section 23-18.4.1 of the Stamford Code of Ordinances, Contractor agrees that Owner shall have the right to set-off or withhold any payment, or portion thereof, for and up to the amount of any taxes, penalties, lien fees or delinquent interest that have been levied by Owner against any property of Contractor, either real or personal,

provided such taxes owned by Contractor are delinquent and have been delinquent for a period of not less than one year.

§ 5.1.12 Contractor shall comply with the Procedures for Nonresident Contractors, if applicable as set forth in C.G.S. § 12-430.

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed all of the Work required by the Contract Documents (including any and all punch list work) except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 all governmental inspections have been conducted and all certificates for which the Contractor is responsible have been issued; and
- .4 the Contractor has delivered to the Owner a complete Warranty Book and Operation and Maintenance Manual and all other submittals required under the Contract Documents including without limitation those requirements as set forth in Article 9 of the AIA Document A201-2017, in a form acceptable to the Owner and Architect (if required by the Specifications); and
- .5 the Contractor has delivered an executed Final Release, in a form acceptable to the Owner, from the Contract and any Subcontractor and/or Material Supplier that the Owner may reasonably require; and
- .6 Contractor submits to Owner all prevailing wage rate documentation.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and approval of same by the Owner.

## § 5.3 Interest

*(Paragraphs deleted)*

There shall be no interest on late payments.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this 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.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017 [At the Owner's sole option.]
- [ X ] Litigation in a court in the Judicial District of Stamford/Norwalk, Connecticut [If the Owner does not elect arbitration.]
- [ ] Other *(Specify)*

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## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Louis Casolo  
City of Stamford Engineering Bureau  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901  
(203) 977-5796

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017 General Conditions and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A201-2017, and elsewhere in the Contract Documents.

*(Paragraphs deleted)*

§ 8.7 Other provisions:

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to

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employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as

defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less.  
 "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraph deleted)*

- .3 Drawings – Attached as Exhibit B

Section	Title	Date	Pages
---------	-------	------	-------

- .4 Specifications – Project Manual Attached hereto as Exhibit A

*(Paragraphs deleted)*

- .5 Addenda, if any: Attached hereto as Exhibit C

Number	Date	Pages
--------	------	-------

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

*(Paragraphs deleted)*

- .6 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- Contractor’s Bid dated ( ) attached hereto as Exhibit D
- Contractor’s Performance, Labor and Material Payment Bonds attached hereto as Exhibit E
- Contractor’s Certificate of Insurance attached hereto as Exhibit F
- Contractor’s Statement of Payments Made by General Contractor to Subcontractor attached hereto as Exhibit G

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

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

, Mayor

*(Printed name and title)*

*(Printed name and title)*

Approved as to Form:

Chris Dellaselva, Assistant Corporation Counsel

Approved as to Insurance:

David Villalva, Risk Manager

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 06:08:28 ET on 07/29/2020.

## PAGE 1

City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901

## PAGE 2

~~The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.~~ § 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall perform its services in accordance with the Contract Documents as expeditiously as is consistent with the expertise, care and skill exercised by contractors that have successfully completed projects of comparable size and complexity.

§ 2.2 Contractor shall report any discovered errors, omissions, discrepancies, unsuitability of surfaces or other inconsistencies to the Owner before commencing Work, and shall follow the direction of the Owner concerning such matters. If Contractor performs any Work-related activity involving an error, omission, discrepancy, unsuitability or other inconsistency which Contractor knew of, or reasonably should have known of, without first reporting and following such direction, Contractor shall be responsible for all defects, delays, damages and additional costs to Owner arising from or relating thereto, including without limitation all costs of correction, inspection, testing, supervision and project administration.

...

The date of this ~~Agreement~~ Agreement

## PAGE 3

Not later than ( ) calendar days from the date of commencement of the Work.

...

§ 3.3.3 Contractor acknowledges that time limits stated in the Contract Documents are of the essence of the Contract. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section ~~4.5~~ 4.5

...

*(Insert terms and conditions for liquidated damages, if any.)*

The parties agree that if the date for Substantial Completion established herein, as may be amended by Change Order, is not attained the Owner will suffer material direct damages, the exact amount of which will be difficult to determine and accurately specify. Contractor agrees that if such date for Substantial Completion is not achieved within the

Contract Time, the Contractor shall pay to the Owner as liquidated direct damages and not as a penalty, a per diem amount of one tenth (1/10) of one (1%) percent of the Contract Sum for every calendar day that Substantial Completion is delayed beyond the Contract Time. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of direct damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner, together with interest, from the date of demand. The Owner's right to claim and/or collect Liquidated Damages shall not be construed as a limitation of the Owner's right to claim any indirect consequential damages related to delay of the Project.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**PAGE 4**

**§ 5.1.3** Provided that a pencil copy of an Application for Payment is received by the Owner and Architect no later than the twentieth (20<sup>th</sup>) day of the prior month, and a certified copy of an Application for Payment is received by the Architect not later than the day of a month, first (1<sup>st</sup>) day of a month and approved by the Owner, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30<sup>th</sup>) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—thirty (30) days after the Architect receives the Application for Payment.

...

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

...

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment Work completed; or delivered and suitably stored at the site for subsequent incorporation in the completed construction, construction; or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and the foregoing shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contact Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%);
- .2 Not Used
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified. Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner or Architect has withheld or nullified a payment or Certificate for Payment as provided in Article 9 of AIA Document A201-2017.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by: determined in accordance with Section 5.1.6.1 shall be further modified under the following circumstances:

- .1 The aggregate of any amounts previously paid by the Owner; Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less the amount of 200% of the value of the punch list, as monetized by the Architect, and unsettled claims; and
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017; Add, if final

completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9 of AIA Document A201-2017.

- ~~.3~~ Any Reduce by any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- ~~.4~~ For Reduce, for Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- ~~.5~~ Retainage Reduce for retainage withheld pursuant to Section 5.1.7.

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Five percent (5%)

...

Not applicable

...

Not applicable

...

~~§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~

§ 5.1.10 Contractor acknowledges that Owner is a municipal corporation and that Owner's obligation to make payments under this Agreement is contingent upon the appropriation by Owner's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect and that the Owner may terminate this Agreement for convenience by way of written notice to Contractor if sufficient funds to provide for the payment(s) hereunder are not appropriated.

§ 5.1.11 Pursuant to Section 23-18.4.1 of the Stamford Code of Ordinances, Contractor agrees that Owner shall have the right to set-off or withhold any payment, or portion thereof, for and up to the amount of any taxes, penalties, lien fees or delinquent interest that have been levied by Owner against any property of Contractor, either real or personal, provided such taxes owned by Contractor are delinquent and have been delinquent for a period of not less than one year.

§ 5.1.12 Contractor shall comply with the Procedures for Nonresident Contractors, if applicable as set forth in C.G.S. § 12-430.

#### PAGE 6

- .1 the Contractor has fully performed all of the Work required by the Contract Documents (including any and all punch list work) except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by ~~the Architect~~ the Architect;
- .3 all governmental inspections have been conducted and all certificates for which the Contractor is responsible have been issued; and
- .4 the Contractor has delivered to the Owner a complete Warranty Book and Operation and Maintenance Manual and all other submittals required under the Contract Documents including without limitation those requirements as set forth in Article 9 of the AIA Document A201-2017, in a form acceptable to the Owner and Architect (if required by the Specifications); and
- .5 the Contractor has delivered an executed Final Release, in a form acceptable to the Owner, from the Contract and any Subcontractor and/or Material Supplier that the Owner may reasonably require; and

.6 Contractor submits to Owner all prevailing wage rate documentation.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~ and approval of same by the Owner.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~—%—~~ There shall be no interest on late payments.

...

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017 [At the Owner's sole option.]

[ ] ~~Litigation in a court of competent jurisdiction~~  Litigation in a court in the Judicial District of Stamford/Norwalk, Connecticut [If the Owner does not elect arbitration.]

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~~If the Owner and Contractor do not select a method of binding dispute resolution, 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.~~

...

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

...

Louis Casolo  
City of Stamford Engineering Bureau  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901  
(203) 977-5796

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ Article 11 of AIA Document A201-2017 General Conditions and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A101™–2017 Exhibit A, A201-2017, and elsewhere in the Contract Documents.



~~§ 8.6~~ Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works

contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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- ~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- ~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction
- ~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013 incorporated into this Agreement.)

- ~~.5~~ Drawings, 3 Drawings – Attached as Exhibit B

<u>Number</u>	<u>Title</u>	<u>Date</u>	
<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

- ~~.6~~ Specifications, 4 Specifications – Project Manual Attached hereto as Exhibit A

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
----------------	--------------	-------------	--------------

- ~~.7~~ Addenda, if any; 5 Addenda, if any: Attached hereto as Exhibit C

...

~~8~~ Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

\_\_\_\_\_

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~9~~ 6 Other documents, if any, listed below:

...

- Contractor's Bid dated ( \_\_\_\_\_ ) attached hereto as Exhibit D
- Contractor's Performance, Labor and Material Payment Bonds attached hereto as Exhibit E
- Contractor's Certificate of Insurance attached hereto as Exhibit F
- Contractor's Statement of Payments Made by General Contractor to Subcontractor attached hereto as Exhibit G

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\_\_\_\_\_, Mayor

...

Approved as to Form:

\_\_\_\_\_  
Chris Dellaselva, Assistant Corporation Counsel

Approved as to Insurance:

\_\_\_\_\_  
David Villalva, Risk Manager

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Chris Dellaselva, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 06:08:28 ET on 07/29/2020 under Order No. 1270211745 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

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

**THE OWNER:**  
*(Name, legal status and address)*

City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901

**THE ARCHITECT:**  
*(Name, legal status and address)*

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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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.

§ 1.1.1.1 Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are also provided by statute, City of Stamford Charter, and the City Code, including but not limited to Sections 103-1 through 103-7, notwithstanding the fact that they are not specifically enumerated herein. Accordingly, any provision required by such governmental requirements to be included in this Contract shall be deemed to be so included as though fully set forth herein. However, compliance with such governmental requirements does not diminish the Contractor's responsibilities hereunder. A reference to certain statutes which are applicable to the Project are contained herein and are specifically incorporated by reference as Contract Documents.

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 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 Project Manual

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**User Notes:**

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

## **§ 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

**§ 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.

**§ 1.2.1.2 In the event of conflict in or between the Contract Documents, the Contractor shall be held to the higher quality or greater quantity as set forth therein as determined by the Owner and Architect.**

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

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

**§ 1.2.3.1** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names or similar reference, no substitutions may be made unless accepted by the Owner in writing prior to execution of the Contract, or, if accepted as a change in the Work in accordance with Sections 3.4.2, 3.4.2.1 and 3.4.2.2 hereof. Where two or more products are shown or specified, the Contractor has the option to use either shown or specified.

**§ 1.2.3.2** When applied to materials and equipment required for their Work, the words "furnish," "install," and "provide" shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
- .3 The word "install" shall mean to lace in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish."
- .4 The phrase "furnish and install" shall be equivalent to the word "provide." Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install..."
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.

## **§ 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.

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## § 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 of their respective Instruments of Service, including the Drawings and Specifications. The Instruments of Service shall be the property of the Owner with all common law, statutory, and other reserved rights, including copyrights. 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

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

## § 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 shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## 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.

§ 2.1.2 [Not Used]

### § 2.2 Evidence of the Owner's Financial Arrangements – [Not used]

*(Paragraphs deleted)*

### § 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.

§ 2.3.2 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 available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Owner makes no warranties as to the accuracy or completeness of such material. The Contractor 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 after receiving the Contractor's written request for such information or services.

§ 2.3.6 Bid documents, Project Manual and Drawings can be picked up from County Reproductions, 39 Belden Street, Stamford, CT 06902. Phone (203) 348-3758. Fax (203) 348-2654. A non-refundable fee will be charged for these documents.

#### § 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, in addition to any other remedy it may have in this Agreement, 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.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, in its sole discretion and without prejudice to other remedies the Owner may have: (a) furnish, or employ a person or entity to furnish, labor services, materials or equipment to correct, remove, replace and/or repair such deficiencies, as the Owner deems most expedient; (b) take such actions as the Owner deems necessary to regain and/or maintain the Schedule; and/or (c) withhold payment permitted under the Contract Documents. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are no sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Owner), and immediate and imminent risk of harm to the public, the Owner shall have the right to carry out the Work without notice at the Contractor's cost and/or deduct such sums from amounts due the Contractor.

#### § 2.6 Rights Cumulative

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner under the Contract Documents, at law, or in equity.

### 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 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 by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed (including, without limitation, (i) the location, condition, layout and nature of the Project site and surrounding areas; (ii) anticipated labor and supply costs; and (iii) availability and cost of materials, tools and equipment) and correlated personal observations with requirements of the Contract Documents. During the period that the Contractor is in care, custody and control of the Project site, the Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the Project site. During execution of the Work, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirement of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions and verify all grades, elevations, dimensions or locations at the site affecting it. Any defects resulting from the Contractor's failure to comply with its obligations under this paragraph shall be promptly rectified by the Contractor without additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect as a request for information in such form as the Architect may require if the Contractor observes or is aware of any errors, inconsistencies or omissions in the Contract Documents or between the Contract Documents and the field conditions, or if a portion of the Contract Documents is at variance with applicable law. 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. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances as they related to performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

§ 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 in writing 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 the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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.

### § 3.2.5 Preconstruction Inspection

The Contractor shall notify the Owner and the Architect in writing of any existing damage to the property or unsafe conditions at the site prior to commencing the Work.

§ 3.2.6 The Contractor shall reimburse the Owner for costs incurred by the Architect for design and construction administration services which are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Architect to perform:

- Review of unreasonable amount of Contractor's submittals and submittals substantially incomplete or out of sequence from the submittal schedule provided by the Contractor and agreed to by the Architect;
- Responding to an unreasonable amount of responses to the 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 prior correspondence or documentation;
- Change Orders and Construction Change Directives requiring the preparation or revision of instruments of service and not otherwise caused by errors and omissions in the design or change in scope by the Owner;
- Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Service resulting therefrom, except to the extent made necessary by unavailability of materials or equipment specified in the Specifications;
- Contract Administration services provided 135 days or more after Substantial Completion, if caused by the negligence or breach by 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 and not the Owner shall be solely responsible for, and have control over, charge of and responsibility for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, notwithstanding any of the rights and authority granted by Owner in the Contract Documents. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, 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 will not be safe with the proper exercise of safety precautions and programs required hereunder, the Contractor shall give timely written notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect or Owner.

§ 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. The Contractor shall be required to take appropriate precautions for workers performing tasks in asbestos environments.

§ 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 If part of the Work is adjacent to or dependent upon work by a separate contractor or the Owner's own forces, the Contractor shall meet and coordinate with such separate contractor or forces prior to proceeding with that portion of the Work.

§ 3.3.5 The Contractor shall ensure that sufficient personnel are employed at the Project site in order to complete the Project in accordance with the construction schedule and in accordance with the Owner's objectives as to cost and quality.

### § 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 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. Substitutions and alternates may be rejected in the Owner's sole discretion. Substitutions and alternates will be considered only if: (i) the proposal is

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required for compliance with interpretation of code requirements or insurance regulations; (ii) specified products are unavailable through no fault of the Contractor or any Subcontractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in a designated space; (iv) the manufacturer or fabricator refuses to certify or guarantee the performance of the specified product as required; of (v) when, in the sole judgment of the Owner, a substitution would be substantially in the Owner's best interest in terms of cost, time or other considerations.

§ 3.4.2.1 No time extensions shall be allowed nor any responsibility assumed by the Owner if the Contractor submits a request for a substitution, whether such request is approved or denied.

§ 3.4.2.2 Notwithstanding the Owner's approval of any substitution, the Contractor shall be responsible for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

§ 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. The Contractor shall, upon written request of the Owner, remove and replace workers where the Owner deems such worker(s) to be disorderly, careless or incompetent, or to be employed in violation of the terms of the Contract Documents, at no increase in the Contract Sum or the Contract Time.

§ 3.4.4 The Contractor shall only employ or hire Subcontractors in connection with the Work capable of working harmoniously with all trades, crafts or other individuals associated with the Project and with Owner's own forces and separate contractors. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 The Contractor shall require each worker to dress appropriately in a clean, neat and professional manner and to conduct themselves with respect and courtesy.

§ 3.4.6 The Contractor shall control the volume of communication radios and loudspeakers to avoid creating a nuisance.

§ 3.4.7 All forms of lewdness and sexual harassment including: touching, whistling, sexually explicit jokes, drawings, photos, representations, exhibitionism and all other sexually oriented offensive behavior is strictly prohibited.

### § 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 or on behalf of the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 Except when a longer warranty time is specifically called for in the Specifications or is otherwise provided by law, and subject to the provisions of § 12.2.2 hereof, all warranties shall be for a period of eighteen (18) months from the date of Substantial Completion, and shall be in form and content consistent with industry standards. Warranties shall become effective upon Substantial Completion of the entire Project. The Contractor's warranty obligations shall survive acceptance of the Work by the Owner and Architect and termination of the Contract. The Contractor's warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract Documents.

§ 3.5.3 The Contractor shall be solely responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to furnish at the Contractor's expense, reasonable evidence that a material meets such requirements.

**§ 3.5.4** The Contractor shall procure and deliver to the Architect, no later than Substantial Completion, all special warranties required by the Contract Documents. Delivery of such warranties shall constitute the Contractor's guarantee to the Owner that the warranties will be performed in accordance with their terms and conditions.

### **§ 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. The Owner is tax exempt. The Contractor shall familiarize itself with current, applicable tax statutes, regulations and procedures. The tax on the sale of such materials or supplies that is available for exemption by such statutes and regulations shall not be included as part of the price for any Work performed or included in an application for payment. A tax exemption certificate is available from the Owner for purchases pertaining to the Project.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** 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. The Contractor shall secure all certificates of inspection, use, occupancy, permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon Substantial Completion of the Work.

**§ 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 directives of public authorities and governmental agencies applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work which it knows or should in the exercise of reasonable judgment know 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 in addition to any other damages incurred by the Owner.

### **§ 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 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 21 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions that were disclosed to or that reasonably should have been known to the Contractor in the proper exercise of its obligations hereunder.

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

### **§ 3.8 Allowances**

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

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- § 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.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times 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. Individuals employed at the Project site must be acceptable to and approved by the Owner, and shall be replaced upon the reasonable request of the Owner with individuals acceptable to and approved by the Owner.

**§ 3.9.1.2** The Contractor's Superintendent and similar authorized representative of any Subcontractor, supplier or any other person or organization shall attend all meetings as required by the Owner.

**§ 3.9.1.3** When the presence of a Subcontractor or Sub-subcontractor is required at a job meeting, the Contractor shall require that the Subcontractor or Sub-subcontractor be represented by an authorized representative who is empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. All required notices may be served on such representatives.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent and necessary assistants. If the Owner or Architect objects to the Contractor's Superintendent or any assistant, whether initially or otherwise, the Contractor shall submit a competent replacement Superintendent or assistant at no increase in the Contract Sum or the Contract Time..

**§ 3.9.3** The Contractor shall not employ a proposed superintendent or necessary assistants to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or necessary assistants without written consent.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for orderly, sequential, expeditious and practicable execution of the Work. The baseline construction schedule and all schedule updates shall clearly delineate all Subcontractor start and finish dates, realistic activity sequences and durations, allocations of labor and materials, critical dates by which Shop Drawings, Product Data, Samples and other submittals must be processed and the times by which products requiring long delivery lead times must be procured, as well as the anticipated dates for the Owner's other contractors, if any, to coordinate their work with the Contractor's Work. The Contractor shall update the construction schedule on a monthly basis, or more frequently as necessary to keep the Owner apprised of the progress of the Work. Construction schedule updates shall conspicuously note any changes to the prior submitted schedule update. The construction schedule shall not be modified or extended without the prior approval of the Owner in each instance.

**§ 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 Contractor shall collaborate with the Architect to establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals

**§ 3.10.3 Time is of the Essence of the Contract** The Contractor shall perform the Work in strict accordance with the approved construction schedule. The Contractor's compliance with the construction schedule shall be a material obligation of this Contract. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any actual delays or reasonably anticipated delays. The Contractor shall recommend to the Owner adjustments in the construction schedule necessary to meet the date for Substantial Completion. In the event of any actual or reasonably anticipated delays, the Contractor shall propose an affirmative plan to overcome the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or schedule update constitute an adjustment in the Contract Time or the Contract Sum.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall maintain and make available, at the Project site, one copy of the Contract Documents, including Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of 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.

**§ 3.11.2** The Contractor shall maintain at the Project site on a current basis, records of all subcontracts, purchase orders, materials, equipment, maintenance and operating manuals and instructions, warranties, and any other related documents and revisions which arise out of any subcontract or the Work. The Contractor will make records stored at its home office available to the Owner at the Project site on the Owner's request. At the completion of the Project, the Contractor shall deliver all such records to the Owner.

**§ 3.11.3** The Contractor shall indicate on the record drawings, as far as possible, all new and existing pipe and conduit runs which are concealed. The Contractor shall indicate on the record drawings the electrical distribution panel and circuit number supplying each item installed or reconnected, with the diagrammatic lines showing sequence of connections.

### **§ 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.

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

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals for dimensional accuracy and coordination with the requirements of the Work and of the Contract Documents. Any intended deviation from the requirements of the Contract Documents shall be conspicuously identified. Measurements not available prior to the presentation of a Submittal shall be conspicuously noted as not available and, to the extent reasonably possible, such measurements shall be obtained and incorporated into the Submittal by the submitting person or entity prior to fabrication.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 and conspicuously identified and informed the Architect in writing 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. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific, conspicuous 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 conspicuous, written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 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, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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. The Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials systems or equipment.

### § 3.13 Use of Site

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confirm the Contractor's apparatus, the storage of materials and the operations of the Contractor's workers to limits indicated by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contract Documents and/or directions, and/or directions of the Architect and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

**§ 3.13.1** Following the date of Substantial Completion, the Contractor shall notify the Owner prior to each entry to the Site, and neither the Contractor nor its Subcontractors shall enter the Site without the express permission of the Owner. The Contractor shall confine operations at the Site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

**§ 3.13.2** Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other such adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The Contractor shall accept delivery and arrange storage, protection, insurance and security, at Owner's expense, for all Owner purchased materials, systems and equipment, if any, which are a part of the Work until such items are turned over to the Subcontractors and cause all such materials, systems and equipment to be insured under the builder's risk policy Contractor is obligated to carry pursuant to this Agreement, with any increase in the premium of such policy paid for by Owner without any additional fee or mark-up charged by Contractor.

### § 3.14 Cutting and Patching

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, coring, fitting, 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 such Separate Contractor. Such 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 on a daily basis keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

### § 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.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and representatives, and agents and employees of any of them from and against any and all liability, costs, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, to the extent caused by the breach of contract or negligent acts or omissions or intentional misconduct 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** As pertains to Paragraph 3.18, the Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor where there is not a commonality of interests between the Owner and the Contractor or as to claims that are not insured. The Contractor expressly consents to the Owner's selection of legal counsel and waives any waivable conflict.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

**§ 4.1.2** If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect shall have no authority to order any extra-contractual work or services, contractually bind the Owner or alter the Owner's rights and obligations under the Contract Documents.

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

**§ 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 be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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#### § 4.2.4 Communications

The Owner encourages direct communication between and among the representatives of the Owner, Architect and Contractor at all times during the Project for the purpose of the timely sharing of Project data and information. Written communications between or among the Contractor, Architect or Owner shall be copied to each of them, unless the Owner, in its discretion, determines otherwise with respect to specific communications. Communications with consultants and subcontractors shall be through the designated representatives of the entity that retained such consultant or subcontractor.

§ 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. The Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor's Applications for Payment, and the Owner shall have the right to communicate with any individual or entity involved in the Project to verify amounts included in Applications for Payment.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 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 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 expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive from the Contractor and forward to the Owner, for the Owner's review and records, record drawings, 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, which agreement shall be set forth in an Exhibit and incorporated into the Contract Documents. 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.

§ 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 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 or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or 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 The Contractor is prohibited from subcontracting this Agreement or any part of it unless the Owner first approves such subcontracting in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. In addition to the foregoing, pursuant to §103.4 of the City of Stamford Code of Ordinances, within fifteen (15) days after receipt of the Notice to Proceed, the Contractor agrees to provide Owner with the names and addresses of all consultants to be used for any subcontract that shall be in an amount in excess of ten thousand (\$10,000.00) dollars. Such information shall be supplied at the time such contracts are executed. The Owner or Architect will promptly reply to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply promptly 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. The Owner may reasonably require the Contractor to change any Subcontractor previously approved, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change. The Contractor shall supply Owner with a list of the names and addresses of all Subcontractors and material suppliers on request and from time to time.

§ 5.2.5 If any of the Subcontractors or personnel involved in the Project is not fulfilling its responsibilities properly, the Owner may require such personnel to be terminated or removed and replaced as expeditiously as possible with Subcontractors or personnel acceptable to the Owner.

§ 5.2.6 Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Owner and any of the Subcontractors, except as provided in § 5.4.

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§ 5.2.7 All Subcontractors shall be properly licensed by the State of Connecticut and are required to obtain their own permits.

### § 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. 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. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

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

*(Paragraph deleted)*

§ 5.4.2 When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 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

## 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 to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner's separate contractors, if any, may have access to those portions the Project Site under construction prior to the anticipated date of Substantial Completion for the purpose of installing items which it is more cost effective for the Owner to have installed during the progress of the Work (i.e., before walls and ceilings are completed). The Owner and Contractor agree to cooperate in scheduling all entries and work by the Owner's separate contractors.

§ 6.1.1.1 The Owner reserves the right to access any part of the Project at any time to install material or services other than the Work, either with its own forces or with separate contractors hired by the Owner. Such access is in not to be construed as partial occupancy by the Owner. The Contractor shall permit the Owner to place, and install furniture,

equipment and other materials during the progress of the Work, and agrees that the installation of such items shall not be construed as acceptance of the Work or any portion thereof.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with 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. Nothing in this § 6.1.3 shall be construed as authorizing a revision to the Contract Time.

§ 6.1.4 [Not used]

## § 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 reasonably discoverable.

§ 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.

## § 6.3 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.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 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.

## § 7.2 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 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect in such form that the Architect may require a written proposal for a Change in the Work. The proposal shall include the quantity and unit cost of each item of material, and the number of hours of work and the hourly rate for each class of labor, as well as the description and amounts of all other costs sought by the Contractor to perform the proposed change. The Contractor shall also furnish to the Architect bona fide proposals from Subcontractors and suppliers for all labor, materials and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the estimates. The proposal shall be furnished promptly so as not to delay the Work and shall include an estimate of any additional time required to complete the Work. Percentages for overhead and profit shall be accordance with paragraph 7.2.4.

§ 7.2.2.1 Change Order Proposals shall be complete and all inclusive. The amount of the adjustment in the Contract Sum and Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amount stated in the Change Order.

§ 7.2.2.2 Contractor's requests for changes or substitutes shall be subject to the same requirements as a change initiated by the Architect or Owner.

§ 7.2.3 The cost or credit to the Owner resulting from a Change in the Work, absent the applicability of a unit price for such item(s) set forth in the Contract shall be determined as follows:

§ 7.2.3.1 The cost of material and equipment incorporated into the Work.

§ 7.2.3.2 The cost of wages, including fringe benefits mandated by collective bargaining agreements.

§ 7.2.3.3 Cost of Workers' Compensation, employer Liability Insurance, Federal Social Security (FICA), Federal Unemployment Compensation (FUTA).

§ 7.2.3.4 Cost of Builder's Risk Insurance. To be adjusted at the end of the Project.

§ 7.2.3.5 Cost of Performance and Payment Bonds. To be adjusted at the end of the Project.

§ 7.2.3.6 Cost of rental of equipment whose purchase price is greater than two hundred fifty dollars (\$250.00). Cost of rental shall be substantiated by invoice for the actual rental cost; or in the case where the equipment is owned, the cost shall include the daily, weekly and monthly rates for such equipment. The applicable rate shall be as mutually agreed by the Contractor and Owner.

§ 7.2.3.6.1 Cost of fuel consumed by equipment used in the performance of the Work if not included in the publicized rate.

§ 7.2.3.7 Cost of pro rata share of debris removal and dumpster rental. This cost shall be allowed only when the debris removal is associated with Work such as demolition but shall not be allowed as part of general cleanup.

§ 7.2.3.8 Cost of a foreman. This cost shall be allowed if the crew size of a respective trade exceeds a combined total of

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six journeymen and apprentices. In such instances the total foremen hours may not exceed one sixth of the hours of the working crew.

**§ 7.2.3.9** Cost of project management, site management field office personnel, superintendence, field coordination, superintendent's truck, foremen's truck, uniforms, mileage, mailings/copying, and as-built drawings shall be included in overhead and profit, and shall not be allowed as separate line items.

**§ 7.2.3.10** Costs of small tools whose individual cost is less than two hundred fifty dollars (\$250.00) shall be included in overhead and profit, and shall not be allowed as separate line items.

**§ 7.2.3.11** Cost of cleanup shall be included in overhead and profit, and shall not be allowed as a separate line item unless the Work is performed in a portion of the building or site that has been previously cleaned, inspected by the Architect, and is ready for occupancy by the Owner.

**§ 7.2.3.12** Cost of revisions to shop drawings shall not be allowed as a separate line item unless the shop drawings have been previously submitted and approved by the Architect.

**§ 7.2.3.13** All other costs which are not specifically enumerated in Article 7.2.3 shall be included in overhead and profit, and shall not be allowed as separate line items.

**§ 7.2.4** The percentage for overhead and profit on allowable costs enumerated in Article 7.2.3 shall be determined as follows and shall be expressed as a percentage of costs:

**§ 7.2.4.1** On the Work performed by the Contractor with its own forces, the Contractor shall be allowed ten percent (10%) for overhead and profit.

**§ 7.2.4.2** On the Work performed by a Subcontractor with its own forces, the Subcontractor shall be allowed ten percent (10%) for overhead and profit.

**§ 7.2.4.3** On the Work performed by a Sub-subcontractor with its own forces, the Sub-subcontractor shall be allowed ten percent (10%) for overhead and profit.

**§ 7.2.4.4** On the Work performed by a Subcontractor, the Contractor shall be allowed five percent (5%) for overhead and profit.

**§ 7.2.4.5** On the Work performed by a Sub-subcontractor, the Sub contractor shall be allowed five percent (5%) for overhead and profit.

**§ 7.2.4.6** 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 the actual net cost as confirmed by the Architect. When both additions and credit covering related Work or substitutions are involved in the change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.2.5** A Change Order constitutes a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments in the Contract Sum and Contract Time. In no event shall a Change Order include any other relief prohibited by the Contract Documents.

### **§ 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.

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

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**§ 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;
  - .1.1** Such itemization shall include the quantity and unit cost of each item of material, and the number of hours worked and the hourly rate of each class of labor, as well as a description and amounts of all other costs sought by the Contractor to perform the proposed Change. The Contractor shall furnish to the Architect, bona fide proposals from Subcontractors and suppliers for all labor, materials, and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to certified payrolls and copies of accounts, bills and vouchers to permit evaluation.
    - .1.2** Allowable costs shall be in accordance with Section 7.2.3.
    - .1.3** Allowance for overhead and profit shall be in accordance with Section 7.2.4.
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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  
*(Paragraphs deleted)*  
allowable costs set forth in § 7.2.3.

**§ 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 Architect and Owner 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 not request payment for Work completed under the Construction Change Directive in Applications for Payment without the Owner's express, written consent.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the 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 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 and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## 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 determined in accordance with Section 9.8.

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

### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. The Contractor and Subcontractors shall perform and coordinate all Work without delay. The Construction Schedule in the Invitation Bid serves as a guide of critical milestone dates for completion of certain work activities on the Project. Failure to meet the intermediate milestone dates will jeopardize the overall Project Schedule. By executing the Agreement, the Contractor confirms that it has reviewed the Contract Documents and the Contract Time is a reasonable period for performing the Work.

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

§ 8.2.3 The Contractor shall proceed expeditiously in accordance with the construction schedule with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by § 8.3.1, the Contractor shall not make any claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the construction schedule. The burden of lost time and costs related to any Subcontractor's nonperformance shall not be charged to Owner unless such nonperformance is attributable to delay for which the Contractor is entitled to an extension of time by § 8.3.1.

§ 8.2.4 Unless specifically required by law, no payment under the Contract shall become due until the Construction Schedule as described in Section 3.10 herein has been approved.

§ 8.2.5 If the Architect determines that there have been delays to critical paths and that in the Owner's sole discretion, there is reasonable concern that the Project will not be Substantially Completed by the date described in the Agreement, the Owner may, in addition to any other remedy it may have direct the Contractor to submit a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's sole discretion, the Owner may also in addition to any other remedy it may have direct the Contractor to take some or all of the following actions: (a) increase the number of workers in such quantities and trades as the Owner directs; (b) increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing; and/or (c) reschedule activities at the Owner's direction.

§ 8.2.6 Nothing contained herein shall limit the Owner's right to withhold or recover liquidated or other damages for delays caused by the Contractor or any other remedy in which the Owner is entitled pursuant to the Contract.

§ 8.2.7 Contractor shall cooperate with Owner and Architect and coordinate with all Subcontractors on the Project to make every reasonable effort to reduce the Contract Time.

Init.

### § 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) the wrongful act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by unforeseeable labor disputes, fire, unavoidable 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 in writing by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as may be required.

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

§ 8.3.3 The Contractor's sole remedy for delays excusable under § 8.3.1 is an extension of time as provided herein. The Contractor waives damages for delays incurred by it or anyone claiming through it.

§ 8.3.4 The Owner shall extend the Contract Time due to a delay until all contract float is identified and used.

§ 8.3.5 No extension of time, or increase in the Contract Sum shall be granted because of seasonal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor.

§ 8.4 The Contractor shall not be entitled to an adjustment of the Contract Time on account of delays: (i) that it could have avoided or mitigated using its best professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by, or could have been reasonably anticipated by, the Contractor or those for whom it is responsible; or (v) that could have been mitigated or avoided by the Contractor's timely notice to the Owner as required hereunder.

## 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.

§ 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

No payment shall be made to the Contractor, unless the Schedule of Values has been approved by the Owner and Architect. 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, and broken down by trade as required by the Architect or Owner. This schedule of values shall be subject to the Owner's review and approval and shall be used as a basis for reviewing the Contractor's Applications for Payment. 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 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, the Contractor shall submit to the Architect an itemized pencil copy of the Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. On the first day of the month, the Contractor shall submit its Payment Application, accounting for the Architect's changes and comments to the pencil copy. Such application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, including without limitation copies of requisitions, and releases and waivers of liens from Subcontractors and material suppliers, and shall reflect retainage as provided for in the Contract Documents. The Architect shall then review the Contractor's formal notarized Application for Payment, supported by such data sustaining the Contractor's Application for Payment as the Owner or Architect may require, and verify in writing in accordance with Section 9.4

the total value of Work completed, including an allowance for the value of materials delivered and suitably stored at the site at the time of such Application.

§ 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.

§ 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.

*(Paragraphs deleted)*

§ 9.3.1.3 Each Application for Payment shall include a statement identifying all authorized directives for extra work, including pending Change Orders, Construction Change Directives and authorized changes in the Work, and showing with respect to each: (a) the date of initiation; (b) the status; (c) the costs associated with its performance; and (d) a description of any work completed.

§ 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 that are finished, ready for shipment, and 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. When any Application for Payment includes materials stored off the Project Site or stored on the Project Site but not yet incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the Application for Payment. Suitable storage which is off the Project Site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly insured, tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole reasonable discretion.

§ 9.3.2.1 In no case will payment be made for materials or equipment stored outside the United States.

§ 9.3.3 The Contractor warrants that title to all Work (including stored materials and equipment) covered by an Application for Payment will pass to the Owner no later than the time of payment, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work not caused by Owner or Owner's separate contractors, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor's Applications for Payment shall be accompanied by:

- .1 A list of names and addresses of each person or entity that furnished labor, services, materials or equipment on behalf of the Contractor;
- .2 Partial releases and waivers, in a form approved by the Owner, from the Contractor, Subcontractors and Sub-subcontractors for all labor, services, materials and equipment furnished to the Project through the date covered by such Application, conditioned on performance of the Work and receipt of payment, and excluding any permitted retainage and unresolved Claims submitted in accordance with the Contract Documents;
- .3 Applications for Payment and invoices from all persons or entities whose work is included in the Contractor's Application for Payment;
- .4 A construction schedule update;

- .5 Written warranties from Subcontractors, manufacturers and installers covering portions of the Work that have reached Substantial Completion; and
- .6 Such other data, accounts and receipts substantiating costs included in the Application for Payment as reasonably requested by the Owner.

**§ 9.3.5** The Contractor's Applications for Payment shall be signed and notarized, which signature shall constitute a representation and warranty that:

- .1 the amounts sought are due and earned in accordance with the Contract Documents;
- .2 all applicable taxes are included in such Application for Payment;
- .3 the Work is progressing in accordance with the schedule and the Substantial Completion date established herein;
- .4 they shall use the amounts requested to discharge their financial obligations on account of labor, services, materials or equipment furnished to the Project and included in the Application for Payment;
- .5 they have discharged their financial obligations on account of labor, services, materials or equipment furnished to the Project for which the Owner has made payment;
- .6 to the best of their knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services, labor, materials and/or equipment to the Project on their behalf; and
- .7 title to all Work covered by the application has passed to the Owner no later than the time of payment.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** Subject to the Owner's approval, 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 determines is properly due, and notify the Contractor and Owner of the Architect'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 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, 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 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. Notwithstanding anything to the contrary in the Contract Documents, the Owner shall not be obligated to release payment to the Contractor until the Owner is satisfied that the Work has progressed to the point indicated in the Application for Payment, that the quality of the Work is in accordance with the Contract Documents and that withholding permitted under the Contract Documents is not required. Payment by the Owner of any Certificate for Payment shall not be deemed to waive any of the Owner's rights to later claim that the Work covered by a Certificate for Payment was not properly completed or not completed in accordance with the Contract Documents.

#### **§ 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 without limitation 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 claims of nonpayment by Subcontractors of any tier for services, 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents
- .8 losses for which the Owner is entitled to indemnity from the Contractor under the Contract Documents;
- .9 failure to comply with mandatory requirements for maintaining record drawings per the Contract Specifications. The Contractor shall confirm in writing, with each monthly Application for Payment, that the Contractor has checked the record drawings and that they accurately describe the work in place;  
or
- .10 costs incurred by the Owner as described under Section 10.2.5

**§ 9.5.2** The Owner may apply any amounts withheld as the Owner may deem proper to satisfy or set off against Claims, secure its protection, complete the Work or compensate itself for losses suffered by reason of nonperformance or default and deduct such amounts from the Contract Sum by Change Order.

**§ 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 material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered, and such payment shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect shall reflect such payment on its next Certificate for Payment. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee unless expressly stated in a separate written agreement with such payee.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner provided it first approves the Certificate of Payment, shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall not be deemed in default by reason of withholding payment in accordance with the Contract Documents or while any default by Contractor or any Subcontractor remains uncured.

**§ 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.

**§ 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

[Not used]

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled; (ii) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; and (iii) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy for the Project

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment and which will not substantially hinder or interfere with the Owner's intended use of the Project. 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 with the input of the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is determined by the Architect in consultation with the Owner to be 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. The Contractor shall promptly proceed to complete or correct the Work on this list. 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. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.2.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### § 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner through the Architect evidence of compliance with all requirements of the Contract Documents including without limitation all notices, certificates, affidavits and other requirements to complete obligations under the Contract Documents including but not limited to: (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) delivery of keys to the Owner with keying schedule (master, sub-master and special keys), if required by the Contract Documents; (6) delivery to the Owner of all warranties, including without limitation, all manufacturers' warranties and certificates of inspections or specific Subcontractor warranties, (7) delivery to the Owner of written operating, servicing, maintenance and cleaning instructions for all Work, and attic stock, spare parts, parts lists and special tools for mechanical and electrical equipment, in approved form; (8) delivery to the Owner of specified Project record documents, including without limitation the documents described in § 3.11; (9) delivery to the Owner of all final certificates for use and occupancy of the completed Project; (10) completion of all touch-up painting, delayed final finishes and punch list items; (11) delivery to the Owner of all other submissions required by the Contract Documents including without limitation, final construction schedule; (12) final cleanup, including touch-up of marred surfaces; and other data establishing payment or satisfaction of obligations, such as receipts, final releases and waivers of claims, security interests or encumbrances arising out of the Contract from the Contractor and every Subcontractor and major material suppliers, to the extent and in such form as may be designated by the Owner.

**§ 9.10.2.1** As a precondition to receiving Final Payment, the Contractor shall deliver to the Owner a complete set of "as-built" Drawings, consisting of marked-up field plans showing final as-built field conditions, dimensions and conditions including, without limitation, those relating to the heating, air-conditioning and ventilation systems and the electrical, plumbing and life safety systems, recording the Work as actually performed to the extent that the information differs from or supplements original Contract Documents.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor 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.

**§ 9.10.4** 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 Contractor shall, to the exclusion of the Owner, exercise control over the Project site and shall be exclusively responsible for managing, superintending, directing and overseeing the conduct of persons and entities performing of the Work.

**§ 10.1.1** The Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act, and all standard and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof, including without limitation providing and posting all required posters and notices, and shall otherwise be responsible for complying with applicable safety laws.

### **§ 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 any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable 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. Where the damage or loss presents an immediate danger to the public, the Owner, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor.

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

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

*(Paragraphs deleted)*

§ 10.2.8 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.

§ 10.2.9 The Contractor shall provide approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

§ 10.2.10 The Contractor shall take immediate action to correct any dangerous conditions that result from the reopening of any portion of the Work.

§ 10.2.11 No visitors shall be allowed on the work site without permission from the Owner .

§ 10.2.12 All employees at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work. The Contractor and all Subcontractors shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The Contractor shall indemnify and hold harmless the Owner from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Owner due to the Contractor's violation of such Acts, standards and/or regulations. Such indemnity shall not be construed to limit the indemnity required under Subparagraph 3.18.1.

§ 10.2.13 In the event the Owner determines that conditions present an immediate danger, the Owner shall have the right but not the obligation to suspend the Work in the unsafe area immediately upon its discovery. All costs of any nature (including without limitation, overtime pay, acceleration, liquidated damages or other costs arising out of delays) resulting from the suspension by whomever incurred, shall be paid by the Contractor.

#### § 10.2.14 Injury or Damage to Person or Property

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that caused death, bodily injury or property damage, giving full details and statements of any witnesses. Such reports shall be made immediately by telephone or messenger to the Owner and Architect in the event of death, serious bodily injury or serious property damage.

#### § 10.2.15 MOLD GROWTH

The Contractor shall establish and maintain a program and safeguards to prevent growth of mold.

### § 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 in writing. If the Contractor encounters on the site any material or substance which is considered to be a biological pollutant, or is classified as hazardous under any federal, state or local law or regulations, or any underground storage tank, the Contractor shall immediately stop work in the affected area and report the condition to the Owner and the Architect for appropriate action. The Contractor shall comply with all applicable federal, state, and local environmental laws regarding the use, handling, transportation and disposal of oil, hazardous waste or hazardous substances.

§ 10.3.2 Upon receipt of the Contractor's 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 be extended appropriately .

§ 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 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 expressly 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 indemnify the Owner 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.

§ 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 indemnify the Contractor for all cost and expense thereby incurred unless the Contractor knew or had reason to know that its activities, even if directed by Owner, violated applicable law.

§ 10.3.7 Prior to introducing any hazardous materials to the Project Site, the Contractor shall provide a material safety data sheet (MSDS), information about precautionary measures necessary to protect persons or property and an indication of the type of labeling system in use.

§ 10.3.8 In the event that during the performance of the Work the activities of the Contractor or any Subcontractor, or any person or entity for which the Contractor is responsible, causes the incursion of mold at the Project site, the Contractor shall be responsible for and bear the entire cost of mitigation of any mold to the satisfaction of the Owner.

## § 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. 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 insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The Contractor shall maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford, Board of Education, and their respective officers, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts and types as the Risk Management department of the City of Stamford shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford, the Board of Education, and their respective directors, officers, agents, and employees.

At a minimum, the Contractor shall maintain the following insurance coverages:

1. Commercial general liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, X, C, U coverage, if applicable, broad form property damage coverage, and operations liability.
2. Commercial automobile liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.
3. Excess (umbrella) liability insurance in a minimum amount of \$5,000,000 per occurrence and in the aggregate. This insurance shall provide additional limits of liability for the commercial general liability, commercial automobile liability, and employer's liability coverage.

4. Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut
5. Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
6. Asbestos liability insurance (if applicable), which contains a minimum limit of liability of \$2,000,000 per claim and in the aggregate, and insures the abatement (removal) of asbestos and its disposal. This insurance shall contain the following:
  7. If the insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date if the Agreement between the successful bidder and the City of Stamford or the date the successful Contractor begins its services for the City of Stamford. The policy shall also contain an extended reporting date of not less than three years following termination of the agreement between the Contractor and the City of Stamford or conclusion of the services rendered by the successful contractor, which ever date is later.
8. Contractors Pollution Legal Liability/Errors and Omissions insurance, with a minimum limit of liability of 2,000,000 which will protect the contractor, the City, and the Board of Education from claims arising from pollution releases caused by working on this project.
9. Builder's Risk Property Coverage – Builder's Risk – Special all-risk form including soft costs, delay in construction, coverage for new construction. Completed value, open perils including but not limited to perils of fire and extended coverage; vandalism and malicious mischief. City of Stamford cannot accept "reporting form" coverage. Limit of insurance must be equal to full value of the completed project. General Contractor will indemnify and hold the City of Stamford, Board of Education, and their employees, agents and officers harmless for any claims or losses they might otherwise incur as a result of damage during this construction project

The commercial general liability and automobile liability insurance policies required hereunder shall designate the City of Stamford, Board of Education, and their employees, agents and officers as additional insureds.

Any insurance required hereunder, which is underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date of the date the contract is executed or the date the Contractor commences services or work, whichever is earlier, and an extended reporting date the later of the date the work or services required hereunder are completed or the termination date of the Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and its employees, agents and officers for any work or services to be provided by the Contractor hereunder. All insurance required hereunder shall be endorsed to contain waivers of subrogation against the City of Stamford, Board of Education, and their employees, agents and officers.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

The Contractor agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

All insurance coverages must be with insurance companies licensed to do business in the State of Connecticut and approved by the City of Stamford. The insurance companies must have at least an A rating by A.M. Best Company.

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The Contractor shall require its contractors/subcontractors to maintain insurance coverage, which is commensurate with their type and amount of work and or services being provided. Failure to require its contractors to maintain such insurance could result in termination of this Agreement.

The insurance required hereunder shall not serve to limit the liability of the Contractor with respect to any obligations or liabilities it assumes under the Contract.

The policy in the minimum amount of Five Million Dollars (\$5,000,000) shall be written as excess following the terms and conditions of the employer's liability, commercial general liability and business automobile liability coverages described herein and also shall be written to drop down and provide primary insurance including coverage for defense for the Contractor in the event that an aggregate limit has been exhausted. The policy shall include the Owner, the Contractor, and the Architect and their respective officers, directors, agents and employees as additional insureds in the same manner as the underlying policies. Coverage provided to said indemnified parties shall be primary to and not seek contribution from any other insurance available to the indemnified parties where they are a named insured.

*(Paragraphs deleted)*

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days of the Notice of Award and thereafter upon renewal or replacement of each required policy of insurance at least fifteen (15) days prior to expiration. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Certificates of insurance must state whether coverages are written on an occurrence or claims-made basis. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Failure of the Contractor to keep the Contractor's required insurance policies in force during the Work covered by this Contract or any extensions thereof or extra or additional Work agreed to by the Contractor, shall constitute a breach of this Contract, entitling Owner, notwithstanding anything to the contrary contained herein, to immediately cancel and terminate this Contract for cause.

**§ 11.1.4** Certificates of insurance acceptable to the Owner confirming the insurance coverage required by Section 11.1 shall be filed with the Owner prior to the execution of the Contract. and thereafter upon renewal or replacement of each required policy of insurance. The Owner shall have no obligation to execute the Contract, and may award the Contract to the next lowest responsible and eligible bidder, if such insurance certificates have not been provided to the Owner within five (5) business days after presentation of the Contract to Contractor for execution. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The form of certificate shall be the ACORD form, supplemented as necessary by AIA Documents G715. The Contractor shall furnish to the Owner copies of any endorsement that are subsequently issued amending limits of coverage. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.5** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds during Contractor's operations; and (2) the Owner as an additional insured during Contractor's completed operations.

**§ 11.1.6** Neither the Owner's authority to review certificate and policies of insurance, nor their decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor or supplier, or any other party.

§ 11.1.7 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in Article 12 and in the Contract Specifications, and at all times that when the Contractor may be correcting, removing or replacing defective Work.

§ 11.1.8 If the Contractor or any Subcontractor provides any professional design services that constitute the practice of architecture or engineering, the Contractor shall procure and maintain errors and omissions insurance for such professional services in an amount required by the Contract Documents on a claims made basis, and shall maintain such insurance for a period of seven (7) years following the date of Substantial Completion.

§ 11.1.9 The Contractor shall cause all Subcontractors to provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner's acceptance. The Contractor shall ensure that Subcontractors and those for whom they are responsible have provided certificates of insurance in compliance with the Contract Documents prior to commencing activities on the Project site.

§ 11.1.10 The Owner shall not be responsible for any amounts paid by the Contractor or those for whom it is responsible on account of deductibles on their policies of insurance.

§ 11.1.11 Insurance coverages provided by the Contractor and those for whom it is responsible shall be primary, and any insurance carried by the Owner will be considered excess or contingent.

§ 11.1.12 The Contractor shall file two certified copies of all policies and Certificates of Insurance with the Owner prior to execution of the Contract.

§ 11.1.13 **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 notice in writing to the Owner and Architect 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 [not used]

### § 11.2.2 Property Insurance.

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents 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 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later.

§ 11.2.3 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.4 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described

above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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

**§ 11.2.6 BOILER AND MACHINERY INSURANCE**

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

**§ 11.2.7 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1**

The Contractor waives all rights against (1) the Owner and its agents and employees and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by insurance applicable to the Work, except such rights as the Contractor has to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.2** 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.

**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the Contractor's property insurance required by the Agreement shall be adjusted by the Owner 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 Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

*(Paragraph deleted)*

**§ 11.5.2** The Owner shall have power to adjust and settle any loss with insurers for which the Contractor has obtained insurance.

**§ 11.5.3** Upon the occurrence of an insured loss, the Owner and Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If, after such a loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Change Order.

§ 11.5.4 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.

### § 11.6 Performance and Payment Bond

§ 11.6.1 If Performance, payment or maintenance bonds are required for this bid as specified on the bid's Cover Sheet, Contractor shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to Owner. The surety bonds shall be in the form of traditional bonds or in the form an irrevocable letter of credit drawn on a financial institution acceptable to Owner in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of the Contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty four (24) months following completion and acceptance of the work by Owner. Such maintenance bonds shall be provided by Contractor to Owner upon completion and acceptance of the work by Owner. The cost of all such required surety bonds shall be borne entirely by Contractor. Said surety bonds shall be provided no later than fifteen (15) calendar days from the date of award of this bid. The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Listing of Approved Sureties (Most Recent Circular) and rated B+ or better by A. M. Best in the full stipulated amount of the Contract.

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

## ARTICLE 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 Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damages to the Owner resulting from such non-conformance 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

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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 written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.1.1** If the correction or repair of this Work is required to avoid impacts to the maintenance, operation or safety of the facilities, the Owner reserves the right to undertake the repairs, prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's right under the warranties and Owner's right to correct Work under Section 2.4. The Contractor shall notify the Owner and Architect in writing sixty (60) days prior to the end of the eighteen (18) months period for correction of work that sixty (60) days remain in the applicable warranty period.

**§ 12.2.2.2** The 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. Upon completion of any Work under or pursuant to § 12.2, the eighteen (18) months correction period in connection with the Work requiring correction shall be renewed and recommence.

**§ 12.2.2.3** [not used]

**§ 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 or its surety 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. The Owner's acceptance of Work under this provision must be in writing, signed by the Owner's authorized representative identified in Article 7 of the parties' AIA A101 Form of Agreement as amended. No acceptance by any other person or entity is authorized. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the State of Connecticut, and the parties hereto hereby waive any choice of law provisions contained therein. .

### **§ 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 authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating such costs to the Contractor..

§ 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 of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 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.

§ 13.4.4 The Contractor shall obtain and deliver promptly to the Architect any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permit or certificates by the Architect shall be a condition precedent to determining that the Work is Substantially Complete.

§ 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.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear no interest.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, 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;

Init.

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 [not used].

§ 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' written 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 completed Work only, said costs being the limit of the Owner's liability.

§ 14.1.4 [not used]

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- .6 is declared bankrupt, has a petition in bankruptcy filed against it, or if the Contractor files for bankruptcy protection; or
- .7 causes or threatens to cause or create labor unrest, dispute, picketing, slowdowns, work stoppage, strike or disharmony.

§ 14.2.2 When any of the above reasons exist, 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' written notice, terminate employment of the Contractor and may:

- .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 attorney's fees incurred in enforcing the requirements of this Section, 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. This obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event that it shall be determined by an arbitration panel or court of competent jurisdiction that a termination under this Paragraph 14.2 was wrongful or not justified, such termination shall be conclusively deemed to be a termination for convenience by Owner under Paragraph 14.4 hereof and the sole right, remedy and recourse of the Contractor against the Owner shall be governed and determined by Paragraph 14.4.

#### § 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.

Init.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written 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 Contractor shall be entitled to receive payment in the manner and within the time provided in Article 9 of the Contract for Work executed in accordance with the Contract Documents, and costs incurred by reason of such termination, in no event shall such costs being the Contractor's sole remedy. In no event shall Contractor be entitled to lost anticipated profit on work not completed or performed.

### 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, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure by the Contractor to give such notice within the time specified shall greatly prejudice the Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of such Claim.

§ 15.1.3.1.1 The Contractor or Owner shall furnish the Initial Decision Maker and other party with such additional documentation as the Initial Decision Maker may request to evaluate the Claim.

§ 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.

Init.

§ 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.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, 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 herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. In the case of a continuing delay, the Contractor shall file with the Owner written reports on the delay identifying the continuing cause of the delay no less than once a week during the duration of the delay.

§ 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.

§ 15.1.6.3 Any change request seeking an extension of the Contract Time shall contain:

- .1 a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the construction schedule;
- .2 the construction schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;
- .3 a schedule analysis of the impact of the delay on the critical path in the construction schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
- .4 such other supporting data that the Owner may reasonably request.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor shall waive Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

- .1 [not used]
- .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 waiver is applicable, without limitation, to all consequential damages due to the Contractor's termination in accordance with Article 14.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, shall be referred to the Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.

§ 15.2.2 The Initial Decision Maker will review Claims and within twenty-one (21) 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, or (2) recommend a resolution of the claim in whole or in part.

*(Paragraph deleted)*

#### § 15.2.[not used]

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond (except as otherwise expressly agreed by the parties), within ten days after

receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will recommend a resolution of the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will recommend a resolution of the Claim (1) in writing; (2) stating the reasons therefor; (3) notifying the parties of any recommended change in the Contract Sum or Contract Time or both; and (4) stating a time frame for the parties to respond in writing with their intent to either accept the Initial Decision Maker's recommendation and document the resolution or reject the recommendation and commence mediation. Except as otherwise expressly agreed by the parties, the Initial Decision Maker's recommendation shall be subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 [not used]

*(Paragraph deleted)*

§ 15.2.7 If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 [not used]

### § 15.3 Mediation

§ 15.3.1 Claims, 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 with those parties who the Owner believes are necessary for resolving any of the Claims which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry 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 The Owner may, at its sole option, elect arbitration as the method for binding dispute resolution in the Agreement, for any Claim subject to, but not resolved by, mediation. Unless the parties mutually agree otherwise, any arbitration 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 venue for any such arbitration shall be Stamford, Connecticut.

§ 15.4.1.1 If the Owner consents to arbitration, 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 the Owner, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

§ 15.4.4.1 The Owner, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

*(Paragraph deleted)*

§ 15.4.4.2, The Owner, at its sole discretion, 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.

§ 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 LITIGATION**

§ 15.5.1 All Claims, disputes and other matters in controversy between the parties that the Owner does not consent to arbitrate shall be resolved by litigation. The venue for such litigation shall be the Connecticut Superior Court in the City of Stamford, Judicial District of Stamford/Norwalk.

§ 15.5.2 The Owner and Contractor both waive their rights to a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with the Contract Documents, or any of their provisions. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING, HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY THEIR LEGAL COUNSEL, AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

# Additions and Deletions Report for AIA® Document A201® – 2017

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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.~~

§ 1.1.1.1 Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are also provided by statute, City of Stamford Charter, and the City Code, including but not limited to Sections 103-1 through 103-7, notwithstanding the fact that they are not specifically enumerated herein. Accordingly, any provision required by such governmental requirements to be included in this Contract shall be deemed to be so included as though fully set forth herein. However, compliance with such governmental requirements does not diminish the Contractor's responsibilities hereunder. A reference to certain statutes which are applicable to the Project are contained herein and are specifically incorporated by reference as Contract Documents.

...

### § 1.1.9 The Project Manual

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

§ 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. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

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§ 1.2.1.2 In the event of conflict in or between the Contract Documents, the Contractor shall be held to the higher quality or greater quantity as set forth therein as determined by the Owner and Architect.

...



§ 1.2.3.1 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names or similar reference, no substitutions may be made unless accepted by the Owner in writing prior to execution of the Contract, or, if accepted as a change in the Work in accordance with Sections 3.4.2, 3.4.2.1 and 3.4.2.2 hereof. Where two or more products are shown or specified, the Contractor has the option to use either shown or specified.

§ 1.2.3.2 When applied to materials and equipment required for their Work, the words "furnish," "install," and "provide" shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
- .3 The word "install" shall mean to lace in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish."
- .4 The phrase "furnish and install" shall be equivalent to the word "provide." Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install..."
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.

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§ 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 Specifications.~~ The Instruments of Service shall be the property of the Owner with all common law, statutory, and other reserved rights in their Instruments of Service, rights, including copyrights. 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.

...

~~The parties shall agree upon protocols governing the transmission and use of~~ If the parties intend to transmit 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 form, they shall endeavor to establish necessary protocols governing such transmissions unless otherwise already provided in the Agreement or the Contract Documents.

...

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 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.

...

§ 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. [Not Used]

**§ 2.2 Evidence of the Owner's Financial Arrangements – [Not used]**

~~§ 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, 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.~~

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~~§ 2.3.4 The Owner shall furnish available 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 Owner makes no warranties as to the accuracy or completeness of such material. The Contractor 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. Bid documents., Project Manual and Drawings can be picked up from County Reproductions, 39 Belden Street, Stamford, CT 06902. Phone (203) 348-3758. Fax (203) 348-2654. A non-refundable fee will be charged for these documents.~~

...

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, in addition to any other remedy it may have in this Agreement, 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.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, in its sole discretion and 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 have: (a) furnish, or employ a person or entity to furnish, labor services, materials or equipment to correct, remove, replace and/or repair such deficiencies, as the Owner deems most expedient; (b) take such actions as the Owner deems necessary to regain and/or maintain the Schedule; and/or (c) withhold payment permitted under the Contract Documents. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not neglect or failure. If payments then or thereafter due the Contractor are no 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. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Owner), and immediate and imminent risk of harm to the public, the Owner shall have the right to carry out the Work without notice at the Contractor's cost and/or deduct such sums from amounts due the Contractor.

#### **§ 2.6 Rights Cumulative**

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner under the Contract Documents, at law, or in equity.

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**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be ~~performed,~~ performed (including, without limitation, (i) the location, condition, layout and mature of the Project site and surrounding areas; (ii) anticipated labor and supply costs; and (iii) availability and cost of materials, tools and equipment) and correlated personal observations with requirements of the Contract Documents. During the period that the Contractor is in care, custody and control of the Project site, the Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the Project site. During execution of the Work, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contact Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirement of this Section.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions and verify all grades, elevations, dimensions or locations at the site affecting it. Any defects resulting from the Contractor's failure to comply with its obligations under this paragraph shall be promptly rectified by the Contractor without additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor~~ Owner and Architect as a request for information in such form as the Architect may require. ~~require if the Contractor observes or is aware of any errors, inconsistencies or omissions in the Contract Documents or between the Contract Documents and the field conditions, or if a portion of the Contract Documents is at variance with applicable law.~~ 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. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances as they related to performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

§ 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 in writing any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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### **§ 3.2.5 Preconstruction Inspection**

The Contractor shall notify the Owner and the Architect in writing of any existing damage to the property or unsafe conditions at the site prior to commencing the Work.

§ 3.2.6 The Contractor shall reimburse the Owner for costs incurred by the Architect for design and construction administration services which are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Architect to perform:

- Review of unreasonable amount of Contractor's submittals and submittals substantially incomplete or out of sequence from the submittal schedule provided by the Contractor and agreed to by the Architect;
- Responding to an unreasonable amount of responses to the 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 prior correspondence or documentation;
- Change Orders and Construction Change Directives requiring the preparation or revision of instruments of service and not otherwise caused by errors and omissions in the design or change in scope by the Owner;
- Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Service resulting therefrom, except to the extent made necessary by unavailability of materials or equipment specified in the Specifications;
- Contract Administration services provided 135 days or more after Substantial Completion, if caused by the negligence or breach by the Contractor.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor and not the Owner shall be solely responsible for, and have control over, charge of and responsibility for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. ~~Contract, notwithstanding any of the rights and authority granted by Owner in the Contract Documents.~~ If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, 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 will not be safe with the proper exercise of safety precautions and programs required hereunder, the Contractor shall give timely written~~ notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures. 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. not~~ proceed with that portion of the Work without further written instructions from the Architect or Owner.

§ 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. The Contractor shall be required to take appropriate precautions for workers performing tasks in asbestos environments.

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§ 3.3.4 If part of the Work is adjacent to or dependent upon work by a separate contractor or the Owner's own forces, the Contractor shall meet and coordinate with such separate contractor or forces prior to proceeding with that portion of the Work.

§ 3.3.5 The Contractor shall ensure that sufficient personnel are employed at the Project site in order to complete the Project in accordance with the construction schedule and in accordance with the Owner's objectives as to cost and quality.

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§ 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. Substitutions and alternates may be rejected in the Owner's sole discretion. Substitutions and alternates will be considered only if: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations; (ii) specified products are unavailable through no fault of the Contractor or any Subcontractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in a designated space; (iv) the manufacturer or fabricator refuses to certify or guarantee the performance of the specified product as required; of (v) when, in the sole judgment of the Owner, a substitution would be substantially in the Owner's best interest in terms of cost, time or other considerations.

§ 3.4.2.1 No time extensions shall be allowed nor any responsibility assumed by the Owner if the Contractor submits a request for a substitution, whether such request is approved or denied.

§ 3.4.2.2 Notwithstanding the Owner's approval of any substitution, the Contractor shall be responsible for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

§ 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. The Contractor shall, upon written request of the Owner, remove and replace workers where the Owner deems such worker(s) to be disorderly, careless or incompetent, or to be employed in violation of the terms of the Contract Documents, at no increase in the Contract Sum or the Contract Time.

§ 3.4.4 The Contractor shall only employ or hire Subcontractors in connection with the Work capable of working harmoniously with all trades, crafts or other individuals associated with the Project and with Owner's own forces and separate contractors. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 The Contractor shall require each worker to dress appropriately in a clean, neat and professional manner and to conduct themselves with respect and courtesy.

§ 3.4.6 The Contractor shall control the volume of communication radios and loudspeakers to avoid creating a nuisance.

§ 3.4.7 All forms of lewdness and sexual harassment including: touching, whistling, sexually explicit jokes, drawings, photos, representations, exhibitionism and all other sexually oriented offensive behavior is strictly prohibited.

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§ 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 or on behalf of the Contractor,

improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 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. Except when a longer warranty time is specifically called for in the Specifications or is otherwise provided by law, and subject to the provisions of § 12.2.2 hereof, all warranties shall be for a period of eighteen (18) months from the date of Substantial Completion, and shall be in form and content consistent with industry standards. Warranties shall become effective upon Substantial Completion of the entire Project. The Contractor's warranty obligations shall survive acceptance of the Work by the Owner and Architect and termination of the Contract. The Contractor's warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract Documents.

§ 3.5.3 The Contractor shall be solely responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to furnish at the Contractor's expense, reasonable evidence that a material meets such requirements.

§ 3.5.4 The Contractor shall procure and deliver to the Architect, no later than Substantial Completion, all special warranties required by the Contract Documents. Delivery of such warranties shall constitute the Contractor's guarantee to the Owner that the warranties will be performed in accordance with their terms and conditions.

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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. The Owner is tax exempt. The Contractor shall familiarize itself with current, applicable tax statutes, regulations and procedures. The tax on the sale of such materials or supplies that is available for exemption by such statutes and regulations shall not be included as part of the price for any Work performed or included in an application for payment. A tax exemption certificate is available from the Owner for purchases pertaining to the Project.

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§ 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 of the Work. The Contractor shall secure all certificates of inspection, use, occupancy, permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon Substantial Completion of the Work.

§ 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 directives of public authorities and governmental agencies applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it which it knows or should in the exercise of reasonable judgment know 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~~ correction in addition to any other damages incurred by the Owner.

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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 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 ~~44~~ 21 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~~, Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions that were disclosed to or that reasonably should have been known to the Contractor in the proper exercise of its obligations hereunder.

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**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times 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. Individuals employed at the Project site must be acceptable to and approved by the Owner, and shall be replaced upon the reasonable request of the Owner with individuals acceptable to and approved by the Owner.

**§ 3.9.1.2** The Contractor's Superintendent and similar authorized representative of any Subcontractor, supplier or any other person or organization shall attend all meetings as required by the Owner.

**§ 3.9.1.3** When the presence of a Subcontractor or Sub-subcontractor is required at a job meeting, the Contractor shall require that the Subcontractor or Sub-subcontractor be represented by an authorized representative who is empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. All required notices may be served on such representatives.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of~~ furnish in writing to the Owner through the Architect 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 to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~ superintendent and necessary assistants. If the Owner or Architect objects to the Contractor's Superintendent or any assistant, whether initially or otherwise, the Contractor shall submit a competent replacement Superintendent or assistant at no increase in the Contract Sum or the Contract Time..

**§ 3.9.3** The Contractor shall not employ a proposed superintendent ~~or necessary assistants~~ 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~~ or necessary assistants without written consent.

...

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. 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. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~ not exceed time limits current under the Contract Documents, shall be updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for orderly, sequential, expeditious and practicable execution of the Work. The baseline construction schedule and all schedule updates shall clearly delineate all Subcontractor start and finish dates, realistic activity sequences and durations, allocations of labor and materials, critical dates by which Shop Drawings, Product Data, Samples and other submittals must be processed and the times by which products requiring long delivery lead times must be procured, as well as the anticipated dates for the Owner's other contractors, if any, to coordinate their work with the Contractor's Work. The Contractor shall update the construction schedule on a monthly basis, or more frequently as necessary to keep the Owner apprised of the progress of the Work. Construction schedule updates shall conspicuously note any changes to

the prior submitted schedule update. The construction schedule shall not be modified or extended without the prior approval of the Owner in each instance.

**§ 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 Contractor shall collaborate with the Architect to establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals

**§ 3.10.3 Time is of the Essence of the Contract** The Contractor shall perform the Work in ~~general accordance with the most recent schedules submitted to the Owner and Architect,~~ strict accordance with the approved construction schedule. The Contractor's compliance with the construction schedule shall be a material obligation of this Contract. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any actual delays or reasonably anticipated delays. The Contractor shall recommend to the Owner adjustments in the construction schedule necessary to meet the date for Substantial Completion. In the event of any actual or reasonably anticipated delays, the Contractor shall propose an affirmative plan to overcome the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or schedule update constitute an adjustment in the Contract Time or the Contract Sum.

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The Contractor shall maintain and make available, at the Project site, one copy of the Contract Documents, including Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of 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.

**§ 3.11.2** The Contractor shall maintain at the Project site on a current basis, records of all subcontracts, purchase orders, materials, equipment, maintenance and operating manuals and instructions, warranties, and any other related documents and revisions which arise out of any subcontract or the Work. The Contractor will make records stored at its home office available to the Owner at the Project site on the Owner's request. At the completion of the Project, the Contractor shall deliver all such records to the Owner.

**§ 3.11.3** The Contractor shall indicate on the record drawings, as far as possible, all new and existing pipe and conduit runs which are concealed. The Contractor shall indicate on the record drawings the electrical distribution panel and circuit number supplying each item installed or reconnected, with the diagrammatic lines showing sequence of connections.

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

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals for dimensional accuracy and coordination with the requirements of the Work and of the Contract Documents. Any intended deviation from the requirements of the Contract Documents shall be conspicuously identified. Measurements not available prior to the presentation of a



Submittal shall be conspicuously noted as not available and, to the extent reasonably possible, such measurements shall be obtained and incorporated into the Submittal by the submitting person or entity prior to fabrication.

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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~~ and conspicuously identified and informed the Architect in writing 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. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct ~~specific~~ specific, conspicuous 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 conspicuous, written notice, the Architect's approval of a resubmission shall not apply to such revisions.

...

§ 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, 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. 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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. The Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials systems or equipment.

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~~The Contractor shall confine operations at the site to areas permitted~~ right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confirm the Contractor's apparatus, the storage of materials and the operations of the Contractor's workers to limits indicated by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and lawful orders of public authorities, the Contract Documents and/or directions, and/or directions of the Architect and shall not unreasonably encumber the site with materials or equipment premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

§ 3.13.1 Following the date of Substantial Completion, the Contractor shall notify the Owner prior to each entry to the Site, and neither the Contractor nor its Subcontractors shall enter the Site without the express permission of the Owner. The Contractor shall confine operations at the Site to areas permitted by applicable laws, statutes, ordinances, codes,

rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

**§ 3.13.2** Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other such adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The Contractor shall accept delivery and arrange storage, protection, insurance and security, at Owner's expense, for all Owner purchased materials, systems and equipment, if any, which are a part of the Work until such items are turned over to the Subcontractors and cause all such materials, systems and equipment to be insured under the builder's risk policy Contractor is obligated to carry pursuant to this Agreement, with any increase in the premium of such policy paid for by Owner without any additional fee or mark-up charged by Contractor.

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, ~~coring, fitting, 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 ~~such~~ Separate Contractor. ~~Consent~~ Such 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.

...

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

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**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's ~~consultants, consultants and representatives,~~ and agents and employees of any of them from and against any and all liability, costs, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, ~~provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions to the extent caused by the breach of contract or negligent acts or omissions or intentional misconduct~~ 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.

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**§ 3.18.3** As pertains to Paragraph 3.18, the Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor where there is not a commonality of interests between the Owner and the Contractor or as to claims that are not insured. The Contractor expressly consents to the Owner's selection of legal counsel and waives any waivable conflict.

...

~~§ 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. 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.~~

~~§ 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. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.~~

...

~~§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect shall have no authority to order any extra-contractual work or services, contractually bind the Owner or alter the Owner's rights and obligations under the Contract Documents.~~

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~~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 by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. encourages direct communication between and among the representatives of the Owner, Architect and Contractor at all times during the Project for the purpose of the timely sharing of Project data and information. Written communications between or among the Contractor, Architect or Owner shall be copied to each of them, unless the Owner, in its discretion, determines otherwise with respect to specific communications. Communications with consultants and subcontractors shall be through the designated representatives of the entity that retained such consultant or subcontractor.~~

~~§ 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. The Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor's Applications for Payment, and the Owner shall have the right to communicate with any individual or entity involved in the Project to verify amounts included in Applications for Payment.~~

...

~~§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive from the Contractor and forward to the Owner, for the Owner's review and records, record drawings, 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. site, which agreement shall be set forth in an Exhibit and incorporated into the Contract Documents. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.~~

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~~§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect 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. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the Owner first approves such subcontracting in writing, the specific~~

subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. In addition to the foregoing, pursuant to §103.4 of the City of Stamford Code of Ordinances, within fifteen (15) days after receipt of the Notice to Proceed, the Contractor agrees to provide Owner with the names and addresses of all consultants to be used for any subcontract that shall be in an amount in excess of ten thousand (\$10,000.00) dollars. Such information shall be supplied at the time such contracts are executed. The Owner or Architect will promptly reply to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Architect to provide notice within the 14 day period Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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**§ 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. The Owner may reasonably require the Contractor to change any Subcontractor previously approved, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change. The Contractor shall supply Owner with a list of the names and addresses of all Subcontractors and material suppliers on request and from time to time.

**§ 5.2.5** If any of the Subcontractors or personnel involved in the Project is not fulfilling its responsibilities properly, the Owner may require such personnel to be terminated or removed and replaced as expeditiously as possible with Subcontractors or personnel acceptable to the Owner.

**§ 5.2.6** Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Owner and any of the Subcontractors, except as provided in § 5.4.

**§ 5.2.7** All Subcontractors shall be properly licensed by the State of Connecticut and are required to obtain their own permits.

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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~~ 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. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

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~~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. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

~~§ 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.~~entity

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~~§ 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 to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner's separate contractors, if any, may have access to those portions the Project Site under construction prior to the anticipated date of Substantial Completion for the purpose of installing items which it is more cost effective for the Owner to have installed during the progress of the Work (i.e., before walls and ceilings are completed). The Owner and Contractor agree to cooperate in scheduling all entries and work by the Owner's separate contractors.~~

~~§ 6.1.1.1 The Owner reserves the right to access any part of the Project at any time to install material or services other than the Work, either with its own forces or with separate contractors hired by the Owner. Such access is in not to be construed as partial occupancy by the Owner. The Contractor shall permit the Owner to place, and install furniture, equipment and other materials during the progress of the Work, and agrees that the installation of such items shall not be construed as acceptance of the Work or any portion thereof.~~

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~~§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with 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. Nothing in this § 6.1.3 shall be construed as authorizing a revision to the Contract Time.~~

~~§ 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.~~[Not used]

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~~§ 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, reasonably discoverable.~~

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~~§ 7.2.2 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect in such form that the Architect may require a written proposal for a Change in the Work. The proposal shall include the quantity and unit cost of each item of material, and the number of hours of work and the hourly rate for each class of labor, as well as the description and amounts of all other costs sought by the Contractor to perform the proposed change. The Contractor shall also furnish to the Architect bona fide proposals from Subcontractors and~~

suppliers for all labor, materials and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the estimates. The proposal shall be furnished promptly so as not to delay the Work and shall include an estimate of any additional time required to complete the Work. Percentages for overhead and profit shall be accordance with paragraph 7.2.4.

**§ 7.2.2.1** Change Order Proposals shall be complete and all inclusive. The amount of the adjustment in the Contract Sum and Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amount stated in the Change Order.

**§ 7.2.2.2** Contractor's requests for changes or substitutes shall be subject to the same requirements as a change initiated by the Architect or Owner.

**§ 7.2.3** The cost or credit to the Owner resulting from a Change in the Work, absent the applicability of a unit price for such item(s) set forth in the Contract shall be determined as follows:

**§ 7.2.3.1** The cost of material and equipment incorporated into the Work.

**§ 7.2.3.2** The cost of wages, including fringe benefits mandated by collective bargaining agreements.

**§ 7.2.3.3** Cost of Workers' Compensation, employer Liability Insurance, Federal Social Security (FICA), Federal Unemployment Compensation (FUTA).

**§ 7.2.3.4** Cost of Builder's Risk Insurance. To be adjusted at the end of the Project.

**§ 7.2.3.5** Cost of Performance and Payment Bonds. To be adjusted at the end of the Project.

**§ 7.2.3.6** Cost of rental of equipment whose purchase price is greater than two hundred fifty dollars (\$250.00). Cost of rental shall be substantiated by invoice for the actual rental cost; or in the case where the equipment is owned, the cost shall include the daily, weekly and monthly rates for such equipment. The applicable rate shall be as mutually agreed by the Contractor and Owner.

**§ 7.2.3.6.1** Cost of fuel consumed by equipment used in the performance of the Work if not included in the publicized rate.

**§ 7.2.3.7** Cost of pro rata share of debris removal and dumpster rental. This cost shall be allowed only when the debris removal is associated with Work such as demolition but shall not be allowed as part of general cleanup.

**§ 7.2.3.8** Cost of a foreman. This cost shall be allowed if the crew size of a respective trade exceeds a combined total of six journeymen and apprentices. In such instances the total foremen hours may not exceed one sixth of the hours of the working crew.

**§ 7.2.3.9** Cost of project management, site management field office personnel, superintendence, field coordination, superintendent's truck, foremen's truck, uniforms, mileage, mailings/copying, and as-built drawings shall be included in overhead and profit, and shall not be allowed as separate line items.

**§ 7.2.3.10** Costs of small tools whose individual cost is less than two hundred fifty dollars (\$250.00) shall be included in overhead and profit, and shall not be allowed as separate line items.

**§ 7.2.3.11** Cost of cleanup shall be included in overhead and profit, and shall not be allowed as a separate line item unless the Work is performed in a portion of the building or site that has been previously cleaned, inspected by the Architect, and is ready for occupancy by the Owner.

**§ 7.2.3.12** Cost of revisions to shop drawings shall not be allowed as a separate line item unless the shop drawings have been previously submitted and approved by the Architect.

§ 7.2.3.13 All other costs which are not specifically enumerated in Article 7.2.3 shall be included in overhead and profit, and shall not be allowed as separate line items.

§ 7.2.4 The percentage for overhead and profit on allowable costs enumerated in Article 7.2.3 shall be determined as follows and shall be expressed as a percentage of costs:

§ 7.2.4.1 On the Work performed by the Contractor with its own forces, the Contractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.2 On the Work performed by a Subcontractor with its own forces, the Subcontractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.3 On the Work performed by a Sub-subcontractor with its own forces, the Sub-subcontractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.4 On the Work performed by a Subcontractor, the Contractor shall be allowed five percent (5%) for overhead and profit.

§ 7.2.4.5 On the Work performed by a Sub-subcontractor, the Sub contractor shall be allowed five percent (5%) for overhead and profit.

§ 7.2.4.6 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 the actual net cost as confirmed by the Architect. When both additions and credit covering related Work or substitutions are involved in the change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.5 A Change Order constitutes a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments in the Contract Sum and Contract Time. In no event shall a Change Order include any other relief prohibited by the Contract Documents.

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.1.1 Such itemization shall include the quantity and unit cost of each item of material, and the number of hours worked and the hourly rate of each class of labor, as well as a description and amounts of all other costs sought by the Contractor to perform the proposed Change. The Contractor shall furnish to the Architect, bona fide proposals from Subcontractors and suppliers for all labor, materials, and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to certified payrolls and copies of accounts, bills and vouchers to permit evaluation.

.1.2 Allowable costs shall be in accordance with Section 7.2.3.

.1.3 Allowance for overhead and profit shall be in accordance with Section 7.2.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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;~~
- ~~.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.~~ allowable costs set forth in § 7.2.3.

...

**§ 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 Architect and Owner 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.

...

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. ~~The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect'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.~~ Payment without the Owner's express, written consent.

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The Architect 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 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 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.~~ Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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

...

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. ~~The Contractor and Subcontractors shall perform and coordinate all Work without delay. The Construction Schedule in the Invitation Bid serves as a guide of critical milestone dates for completion of certain work activities on the Project. Failure to meet the intermediate milestone dates will jeopardize the overall Project Schedule.~~ By executing the Agreement, the Contractor confirms that it has reviewed the Contract Documents and 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~~ prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.



§ 8.2.3 The Contractor shall proceed expeditiously in accordance with the construction schedule with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by § 8.3.1, the Contractor shall not make any claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the construction schedule. The burden of lost time and costs related to any Subcontractor's nonperformance shall not be charged to Owner unless such nonperformance is attributable to delay for which the Contractor is entitled to an extension of time by § 8.3.1.

§ 8.2.4 Unless specifically required by law, no payment under the Contract shall become due until the Construction Schedule as described in Section 3.10 herein has been approved.

§ 8.2.5 If the Architect determines that there have been delays to critical paths and that in the Owner's sole discretion, there is reasonable concern that the Project will not be Substantially Completed by the date described in the Agreement, the Owner may, in addition to any other remedy it may have direct the Contractor to submit a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's sole discretion, the Owner may also in addition to any other remedy it may have direct the Contractor to take some or all of the following actions: (a) increase the number of workers in such quantities and trades as the Owner directs; (b) increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing; and/or (c) reschedule activities at the Owner's direction.

§ 8.2.6 Nothing contained herein shall limit the Owner's right to withhold or recover liquidated or other damages for delays caused by the Contractor or any other remedy in which the Owner is entitled pursuant to the Contract.

§ 8.2.7 Contractor shall cooperate with Owner and Architect and coordinate with all Subcontractors on the Project to make every reasonable effort to reduce the Contract Time.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) ~~an~~ the wrongful act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by unforeseeable labor disputes, fire, ~~unusual~~ unavoidable 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 in writing by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as ~~the Architect may determine~~ may be required.

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~~§ 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. The Contractor's sole remedy for delays excusable under § 8.3.1 is an extension of time as provided herein. The Contractor waives damages for delays incurred by it or anyone claiming through it.~~

§ 8.3.4 The Owner shall extend the Contract Time due to a delay until all contract float is identified and used.

§ 8.3.5 No extension of time, or increase in the Contract Sum shall be granted because of seasonal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor.

§ 8.4 The Contractor shall not be entitled to an adjustment of the Contract Time on account of delays: (i) that it could have avoided or mitigated using its best professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by, or could have been reasonably anticipated by, the Contractor or those for whom it is responsible; or (iv) that could have been mitigated or avoided by the Contractor's timely notice to the Owner as required hereunder.

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~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the No payment shall be made to the Contractor, unless the Schedule of Values has been approved by the Owner and Architect. 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. This schedule, unless objected to by the Architect, and broken down by trade as required by the Architect or Owner. This schedule of values shall be subject to the Owner's review and approval and shall be used as a basis for reviewing the Contractor's Applications for Payment. 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.~~

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**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized pencil copy of the 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, On the first day of the month, the Contractor shall submit its Payment Application, accounting for the Architect's changes and comments to the pencil copy. Such application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as including without limitation copies of requisitions, and releases and waivers of liens from Subcontractors and material suppliers, and shall reflect retainage if as provided for in the Contract Documents. The Architect shall then review the Contractor's formal notarized Application for Payment, supported by such data sustaining the Contractor's Application for Payment as the Owner or Architect may require, and verify in writing in accordance with Section 9.4 the total value of Work completed, including an allowance for the value of materials delivered and suitably stored at the site at the time of such Application.~~

**§ 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.~~ Directives.

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**§ 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.~~

**§ 9.3.3** 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.

**§ 9.3.1.3** Each Application for Payment shall include a statement identifying all authorized directives for extra work, including pending Change Orders, Construction Change Directives and authorized changes in the Work, and showing with respect to each: (a) the date of initiation; (b) the status; (c) the costs associated with its performance; and (d) a description of any work completed.

**§ 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 that are finished, ready for shipment, and 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. When any Application for Payment includes materials stored off the Project Site or stored on the Project Site but not yet incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the Application for Payment. Suitable storage which is off the Project Site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly insured, tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole reasonable discretion.

**§ 9.3.2.1** In no case will payment be made for materials or equipment stored outside the United States.

**§ 9.3.3** The Contractor warrants that title to all Work (including stored materials and equipment) covered by an Application for Payment will pass to the Owner no later than the time of payment, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work not caused by Owner or Owner's separate contractors, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**§ 9.3.4** The Contractor's Applications for Payment shall be accompanied by:

- .1 A list of names and addresses of each person or entity that furnished labor, services, materials or equipment on behalf of the Contractor;
- .2 Partial releases and waivers, in a form approved by the Owner, from the Contractor, Subcontractors and Sub-subcontractors for all labor, services, materials and equipment furnished to the Project through the date covered by such Application, conditioned on performance of the Work and receipt of payment, and excluding any permitted retainage and unresolved Claims submitted in accordance with the Contract Documents;
- .3 Applications for Payment and invoices from all persons or entities whose work is included in the Contractor's Application for Payment;
- .4 A construction schedule update;
- .5 Written warranties from Subcontractors, manufacturers and installers covering portions of the Work that have reached Substantial Completion; and
- .6 Such other data, accounts and receipts substantiating costs included in the Application for Payment as reasonably requested by the Owner.

**§ 9.3.5** The Contractor's Applications for Payment shall be signed and notarized, which signature shall constitute a representation and warranty that:

- .1 the amounts sought are due and earned in accordance with the Contract Documents;
- .2 all applicable taxes are included in such Application for Payment;
- .3 the Work is progressing in accordance with the schedule and the Substantial Completion date established herein;
- .4 they shall use the amounts requested to discharge their financial obligations on account of labor, services, materials or equipment furnished to the Project and included in the Application for Payment;
- .5 they have discharged their financial obligations on account of labor, services, materials or equipment furnished to the Project for which the Owner has made payment;
- .6 to the best of their knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services, labor, materials and/or equipment to the Project on their behalf; and
- .7 title to all Work covered by the application has passed to the Owner no later than the time of payment.

**§ 9.4.1** The Subject to the Owner's approval, 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 determines is properly due, and notify the Contractor and Owner of the Architect'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 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, 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 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. Notwithstanding anything to the contrary in the Contract Documents, the Owner shall not be obligated to release payment to the Contractor until the Owner is satisfied that the Work has progressed to the point indicated in the Application for Payment, that the quality of the Work is in accordance with the Contract Documents and that withholding permitted under the Contract Documents is not required. Payment by the Owner of any Certificate for Payment shall not be deemed to waive any of the Owner's rights to later claim that the Work covered by a Certificate for Payment was not properly completed or not completed in accordance with the Contract Documents.

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**§ 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 without limitation loss resulting from acts and omissions described in Section 3.3.2, because of

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- ~~.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for claims of nonpayment by Subcontractors of any tier for services, labor, materials or equipment;~~
- ...
- .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.~~ the Contract Documents
- ~~.8 losses for which the Owner is entitled to indemnity from the Contractor under the Contract Documents;~~
- ~~.9 failure to comply with mandatory requirements for maintaining record drawings per the Contract Specifications. The Contractor shall confirm in writing, with each monthly Application for Payment, that the Contractor has checked the record drawings and that they accurately describe the work in place;~~
- or
- .10 costs incurred by the Owner as described under Section 10.2.5

**§ 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. The Owner may apply any amounts withheld as the Owner may deem proper to satisfy or set off against Claims, secure its protection, complete the Work~~

or compensate itself for losses suffered by reason of nonperformance or default and deduct such amounts from the Contract Sum by Change Order.

...

**§ 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-material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably ~~delivered.~~ delivered, and such payment shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor. ~~Architect shall reflect such payment on its next Application for Payment.~~ Certificate for Payment. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee unless expressly stated in a separate written agreement with such payee.

...

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner provided it first approves the Certificate of Payment, shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall not be deemed in default by reason of withholding payment in accordance with the Contract Documents or while any default by Contractor or any Subcontractor remains uncured.

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~~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 the Contract Documents.[Not used]~~

...

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled; (ii) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; and (iii) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy for the Project

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final ~~payment,~~ payment and which will not substantially hinder or interfere with the Owner's intended use of the Project. 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 with the input of the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is determined by the Architect in consultation with the Owner to be 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. The Contractor shall promptly proceed to complete or correct the Work on this list. 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.

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**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.2.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

...

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner through the Architect evidence of compliance with all requirements of the Contract Documents including without limitation all notices, certificates, affidavits and other requirements to complete obligations under the Contract Documents including but not limited to: (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, delivery of keys to the Owner with keying schedule (master, sub-master and special keys), if required by the Contract Documents; (6) delivery to the Owner of all warranties, including without limitation, all manufacturers' warranties and certificates of inspections or specific Subcontractor warranties, (7) delivery to the Owner of written operating, servicing, maintenance and cleaning instructions for all Work, and attic stock, spare parts, parts lists and special tools for mechanical and electrical equipment, in approved form; (8) delivery to the Owner of specified Project record documents, including without limitation the documents described in § 3.11; (9) delivery to the Owner of all final certificates for use and occupancy of the completed Project; (10) completion of all touch-up painting, delayed final finishes and punch list items; (11) delivery to the Owner of all other submissions required by the Contract Documents including without limitation, final construction schedule; (12) final cleanup, including touch-up of marred surfaces; and 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, receipts, final releases and waivers of claims, security interests or encumbrances arising out of the Contract from the Contractor and every Subcontractor and major material suppliers,~~ 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.

**§ 9.10.2.1** As a precondition to receiving Final Payment, the Contractor shall deliver to the Owner a complete set of "as-built" Drawings, consisting of marked-up field plans showing final as-built field conditions, dimensions and conditions including, without limitation, those relating to the heating, air-conditioning and ventilation systems and the electrical, plumbing and life safety systems, recording the Work as actually performed to the extent that the information differs from or supplements original Contract Documents.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall, to the exclusion of the Owner, exercise control over the Project site and shall be exclusively responsible for managing, superintending, directing and overseeing the conduct of persons and entities performing of the Work.

**§ 10.1.1** The Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act, and all standard and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof, including without limitation providing and posting all required posters and notices, and shall otherwise be responsible for complying with applicable safety laws.

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**§ 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 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~~ 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable 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. Where the damage or loss presents an immediate danger to the public, the Owner, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor.

...

**§ 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, 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.~~

**§ 10.2.8** 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.

**§ 10.2.9** The Contractor shall provide approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

**§ 10.2.10** The Contractor shall take immediate action to correct any dangerous conditions that result from the reopening of any portion of the Work.

**§ 10.2.11** No visitors shall be allowed on the work site without permission from the Owner.

**§ 10.2.12** All employees at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work. The Contractor and all Subcontractors shall furnish documentation of successful

completion of said course with the first certified payroll report for each employee. The Contractor shall indemnify and hold harmless the Owner from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Owner due to the Contractor's violation of such Acts, standards and/or regulations. Such indemnity shall not be construed to limit the indemnity required under Subparagraph 3.18.1.

§ 10.2.13 In the event the Owner determines that conditions present an immediate danger, the Owner shall have the right but not the obligation to suspend the Work in the unsafe area immediately upon its discovery. All costs of any nature (including without limitation, overtime pay, acceleration, liquidated damages or other costs arising out of delays) resulting from the suspension by whomever incurred, shall be paid by the Contractor.

#### § 10.2.14 Injury or Damage to Person or Property

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that caused death, bodily injury or property damage, giving full details and statements of any witnesses. Such reports shall be made immediately by telephone or messenger to the Owner and Architect in the event of death, serious bodily injury or serious property damage.

#### § 10.2.15 MOLD GROWTH

The Contractor shall establish and maintain a program and safeguards to prevent growth of mold.

§ 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~~ condition in writing. If the Contractor encounters on the site any material or substance which is considered to be a biological pollutant, or is classified as hazardous under any federal, state or local law or regulations, or any underground storage tank, the Contractor shall immediately stop work in the affected area and report the condition to the Owner and the Architect for appropriate action. The Contractor shall comply with all applicable federal, state, and local environmental laws regarding the use, handling, transportation and disposal of oil, hazardous waste or hazardous substances.

§ 10.3.2 Upon receipt of the Contractor's 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 be extended appropriately ~~and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~

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§ 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 expressly 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~~ indemnify the Owner 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.



§ 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-indemnify~~ the Contractor for all cost and expense thereby ~~incurred-incurred~~ unless the Contractor knew or had reason to know that its activities, even if directed by Owner, violated applicable law.

§ 10.3.7 Prior to introducing any hazardous materials to the Project Site, the Contractor shall provide a material safety data sheet (MSDS), information about precautionary measures necessary to protect persons or property and an indication of the type of labeling system in use.

§ 10.3.8 In the event that during the performance of the Work the activities of the Contractor or any Subcontractor, or any person or entity for which the Contractor is responsible, causes the incursion of mold at the Project site, the Contractor shall be responsible for and bear the entire cost of mitigation of any mold to the satisfaction of the Owner.  
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§ 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. 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 insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 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.~~ maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford, Board of Education, and their respective officers, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts and types as the Risk Management department of the City of Stamford shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford, the Board of Education, and their respective directors, officers, agents, and employees.

At a minimum, the Contractor shall maintain the following insurance coverages:

1. Commercial general liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the

Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, X, C, U coverage, if applicable, broad form property damage coverage, and operations liability.

2. Commercial automobile liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.
3. Excess (umbrella) liability insurance in a minimum amount of \$5,000,000 per occurrence and in the aggregate. This insurance shall provide additional limits of liability for the commercial general liability, commercial automobile liability, and employer's liability coverage.
4. Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut
5. Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
6. Asbestos liability insurance (if applicable), which contains a minimum limit of liability of \$2,000,000 per claim and in the aggregate, and insures the abatement (removal) of asbestos and its disposal. This insurance shall contain the following:
7. If the insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date if the Agreement between the successful bidder and the City of Stamford or the date the successful Contractor begins its services for the City of Stamford. The policy shall also contain an extended reporting date of not less than three years following termination of the agreement between the Contractor and the City of Stamford or conclusion of the services rendered by the successful contractor, which ever date is later.
8. Contractors Pollution Legal Liability/Errors and Omissions insurance, with a minimum limit of liability of 2,000,000 which will protect the contractor, the City, and the Board of Education from claims arising from pollution releases caused by working on this project.
9. Builder's Risk Property Coverage – Builder's Risk – Special all-risk form including soft costs, delay in construction, coverage for new construction. Completed value, open perils including but not limited to perils of fire and extended coverage; vandalism and malicious mischief. City of Stamford cannot accept "reporting form" coverage. Limit of insurance must be equal to full value of the completed project. General Contractor will indemnify and hold the City of Stamford, Board of Education, and their employees, agents and officers harmless for any claims or losses they might otherwise incur as a result of damage during this construction project

The commercial general liability and automobile liability insurance policies required hereunder shall designate the City of Stamford, Board of Education, and their employees, agents and officers as additional insureds.

Any insurance required hereunder, which is underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date of the date the contract is executed or the date the Contractor commences services or work, whichever is earlier, and an extended reporting date the later of the date the work or services required hereunder are completed or the termination date of the Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and its employees, agents and officers for any work or services to be provided by the Contractor hereunder. All insurance required hereunder shall be endorsed to contain waivers of subrogation against the City of Stamford, Board of Education, and their employees, agents and officers.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

The Contractor agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate,

prior to commencement of services under this Agreement hereunder and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

All insurance coverages must be with insurance companies licensed to do business in the State of Connecticut and approved by the City of Stamford. The insurance companies must have at least an A rating by A.M. Best Company.

The Contractor shall require its contractors/subcontractors to maintain insurance coverage, which is commensurate with their type and amount of work and or services being provided. Failure to require its contractors to maintain such insurance could result in termination of this Agreement.

The insurance required hereunder shall not serve to limit the liability of the Contractor with respect to any obligations or liabilities it assumes under the Contract.

The policy in the minimum amount of Five Million Dollars (\$5,000,000) shall be written as excess following the terms and conditions of the employer's liability, commercial general liability and business automobile liability coverages described herein and also shall be written to drop down and provide primary insurance including coverage for defense for the Contractor in the event that an aggregate limit has been exhausted. The policy shall include the Owner, the Contractor, and the Architect and their respective officers, directors, agents and employees as additional insureds in the same manner as the underlying policies. Coverage provided to said indemnified parties shall be primary to and not seek contribution from any other insurance available to the indemnified parties where they are a named insured.

**§ 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 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.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days of the Notice of Award and thereafter upon renewal or replacement of each required policy of insurance at least fifteen (15) days prior to expiration. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Certificates of insurance must state whether coverages are written on an occurrence or claims-made basis. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Failure of the Contractor to keep the Contractor's required insurance policies in force during the Work covered by this Contract or any extensions thereof or extra or additional Work agreed to by the Contractor, shall constitute a breach of this Contract, entitling Owner, notwithstanding anything to the contrary contained herein, to immediately cancel and terminate this Contract for cause.

**§ 11.1.4** Certificates of insurance acceptable to the Owner confirming the insurance coverage required by Section 11.1 shall be filed with the Owner prior to the execution of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. The Owner shall have no obligation to execute the Contract, and may award the Contract to the next lowest responsible and eligible bidder, if such insurance certificates have not been provided to the

Owner within five (5) business days after presentation of the Contract to Contractor for execution. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The form of certificate shall be the ACORD form, supplemented as necessary by AIA Documents G715. The Contractor shall furnish to the Owner copies of any endorsement that are subsequently issued amending limits of coverage. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.5** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds during Contractor's operations; and (2) the Owner as an additional insured during Contractor's completed operations.

**§ 11.1.6** Neither the Owner's authority to review certificate and policies of insurance, nor their decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor or supplier, or any other party.

**§ 11.1.7** The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in Article 12 and in the Contract Specifications, and at all times that when the Contractor may be correcting, removing or replacing defective Work.

**§ 11.1.8** If the Contractor or any Subcontractor provides any professional design services that constitute the practice of architecture or engineering, the Contractor shall procure and maintain errors and omissions insurance for such professional services in an amount required by the Contract Documents on a claims made basis, and shall maintain such insurance for a period of seven (7) years following the date of Substantial Completion.

**§ 11.1.9** The Contractor shall cause all Subcontractors to provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner's acceptance. The Contractor shall ensure that Subcontractors and those for whom they are responsible have provided certificates of insurance in compliance with the Contract Documents prior to commencing activities on the Project site.

**§ 11.1.10** The Owner shall not be responsible for any amounts paid by the Contractor or those for whom it is responsible on account of deductibles on their policies of insurance.

**§ 11.1.11** Insurance coverages provided by the Contractor and those for whom it is responsible shall be primary, and any insurance carried by the Owner will be considered excess or contingent.

**§ 11.1.12** The Contractor shall file two certified copies of all policies and Certificates of Insurance with the Owner prior to execution of the Contract.

**§ 11.1.13 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 notice in writing to the Owner and Architect 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.

**§ 11.2.1** The Owner 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. 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. [not used]

**§ 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 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. Property Insurance.

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents 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 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later.

**§ 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. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

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

#### **§ 11.2.6 BOILER AND MACHINERY INSURANCE**

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner;

this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.2.7 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards.

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~~§ 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;~~

The Contractor waives all rights against (1) the Owner and its agents and employees and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, 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 fire or other causes of loss to the extent covered by insurance applicable to the Work, except such rights as the Contractor has to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity (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) and whether or not the person or entity had an insurable interest in the ~~damaged property~~ property damaged.

...

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.

...

~~§ 11.5.1 A loss insured under the Contractor's 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 Contractor shall pay Subcontractors 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 Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.5.2 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.~~

§ 11.5.2 The Owner shall have power to adjust and settle any loss with insurers for which the Contractor has obtained insurance.

§ 11.5.3 Upon the occurrence of an insured loss, the Owner and Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If, after such a loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Change Order.

§ 11.5.4 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.

#### **§ 11.6 Performance and Payment Bond**

§ 11.6.1 If Performance, payment or maintenance bonds are required for this bid as specified on the bid's Cover Sheet, Contractor shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to Owner. The surety bonds shall be in the form of traditional bonds or in the form an irrevocable letter of credit drawn on a financial institution acceptable to Owner in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of the Contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty four (24) months following completion and acceptance of the work by Owner. Such maintenance bonds shall be provided by Contractor to Owner upon completion and acceptance of the work by Owner. The cost of all such required surety bonds shall be borne entirely by Contractor. Said surety bonds shall be provided no later than fifteen (15) calendar days from the date of award of this bid. The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Listing of Approved Sureties (Most Recent Circular) and rated B+ or better by A. M. Best in the full stipulated amount of the Contract.

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

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

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

...

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

...

**§ 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 written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.1.1** If the correction or repair of this Work is required to avoid impacts to the maintenance, operation or safety of the facilities, the Owner reserves the right to undertake the repairs, prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's right under the warranties and Owner's right to correct Work under Section 2.4. The Contractor shall notify the Owner and Architect in writing sixty (60) days prior to the end of the eighteen (18) months period for correction of work that sixty (60) days remain in the applicable warranty period.

**§ 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. Upon completion of any Work under or pursuant to § 12.2, the eighteen (18) months correction period in connection with the Work requiring correction shall be renewed and recommence.~~

**§ 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.~~ [not used]

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**§ 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 or its surety 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.

...

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. The Owner's acceptance of Work under this provision must be in writing, signed by the Owner's authorized representative identified in Article 7 of the parties' AIA A101 Form of Agreement as amended. No acceptance by any other person or entity is authorized. Such adjustment shall be effected whether or not final payment has been made.

...

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.State of Connecticut, and the parties hereto hereby waive any choice of law provisions contained therein. .~~

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§ 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 authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations ~~so require~~prohibit the Owner from delegating such costs to the Contractor.

§ 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 of when and where tests and inspections are to be made so that the Architect may be present for such procedures. ~~Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.~~

...

§ 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.~~

The Contractor shall obtain and deliver promptly to the Architect any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permit or certificates by the Architect shall be a condition precedent to determining that the Work is Substantially Complete.

...

~~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.~~no interest.

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~sixty (60) 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:

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- ~~.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~~
- ~~.4~~ The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.Documents.

§ 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.~~[not used].

§ 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' written 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 costs incurred by reason of such termination.~~ completed Work only, said costs being the limit of the Owner's liability.

§ 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. ~~[not used]~~

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.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.~~ Documents;

.5 ~~breaches any warranty made by the Contractor under or pursuant to the Contract Documents;~~

.6 ~~is declared bankrupt, has a petition in bankruptcy filed against it, or if the Contractor files for bankruptcy protection; or~~

.7 ~~causes or threatens to cause or create labor unrest, dispute, picketing, slowdowns, work stoppage, strike or disharmony.~~

§ 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,~~ above reasons exist, 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' written notice, terminate employment of the Contractor and ~~may, subject to any prior rights of the surety:~~ may:

...

§ 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 attorney's fees incurred in enforcing the requirements of this Section, 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, and this~~ This obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event that it shall be determined by an arbitration panel or court of competent jurisdiction that a termination under this Paragraph 14.2 was wrongful or not justified, such termination shall be conclusively deemed to be a termination for convenience by Owner under Paragraph 14.4 hereof and the sole right, remedy and recourse of the Contractor against the Owner shall be governed and determined by Paragraph 14.4.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

...

§ 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.~~ Contractor shall be entitled to receive payment in the manner and within the time provided in Article 9 of the Contract for Work executed in accordance with the Contract Documents, and costs incurred by reason of such termination, in no event shall such costs being the

Contractor's sole remedy. In no event shall Contractor be entitled to lost anticipated profit on work not completed or performed.

...

~~The Owner and Contractor shall commence all Claims and causes of action against the other and claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in Contract in accordance with the requirements of the binding final 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 within the time period specified by applicable law.~~

...

§ 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 Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure by the Contractor to give such notice within the time specified shall greatly prejudice the Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of such Claim.

§ 15.1.3.1.1 The Contractor or Owner shall furnish the Initial Decision Maker and other party with such additional documentation as the Initial Decision Maker may request to evaluate the Claim.

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§ 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 herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. In the case of a continuing delay, the Contractor shall file with the Owner written reports on the delay identifying the continuing cause of the delay no less than once a week during the duration of the delay.

...

§ 15.1.6.3 Any change request seeking an extension of the Contract Time shall contain:

- .1 a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the construction schedule;
- .2 the construction schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;
- .3 a schedule analysis of the impact of the delay on the critical path in the construction schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
- .4 such other supporting data that the Owner may reasonably request.

~~The Contractor and Owner shall waive Claims against each other the Owner 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 [not used]~~

...

~~This mutual-waiver is applicable, without limitation, to all consequential damages due to either party's the Contractor'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.~~

...

~~§ 15.2.1 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, Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days mediation, unless 30 days have passed 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 and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Maker with no decision having been rendered.~~

~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten-twenty-one (21) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim or (2) recommend a resolution of the claim in whole or in part.~~

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

#### § 15.2.[not used]

~~§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, respond (except as otherwise expressly agreed by the parties), within ten days after receipt of the such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve recommend a resolution 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 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 recommend a resolution of the Claim (1) in writing; (2) stating the reasons therefor; (3) notifying the parties of any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but both; and (4) stating a time frame for the parties to respond in writing with their intent to either accept the Initial Decision Maker's recommendation and document the resolution or reject the recommendation and commence mediation. Except as otherwise expressly agreed by the parties, the Initial Decision Maker's recommendation shall be 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 at any time, subject to the terms of Section 15.2.6.1.[not used]~~

~~§ 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. [not used]~~

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation with those parties who the Owner believes are necessary for resolving any of the Claims which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry 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.

...

~~§ 15.4.1 If the parties have selected The Owner may, at its sole option, elect arbitration as the method for binding dispute resolution in the Agreement, for any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless mediation. Unless the parties mutually agree otherwise, any arbitration 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. venue for any such arbitration shall be Stamford, Connecticut.~~

~~§ 15.4.1.1 A-If the Owner consents to arbitration, 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.~~

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§ 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, the Owner, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

...

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party The Owner, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 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.~~

§ 15.4.4.2. The Owner, at its sole discretion, 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.

**§ 15.5 LITIGATION**

§ 15.5.1 All Claims, disputes and other matters in controversy between the parties that the Owner does not consent to arbitrate shall be resolved by litigation. The venue for such litigation shall be the Connecticut Superior Court in the City of Stamford, Judicial District of Stamford/Norwalk.

§ 15.5.2 The Owner and Contractor both waive their rights to a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with the Contract Documents, or any of their provisions. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING, HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY THEIR LEGAL COUNSEL, AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Chris Dellaselva, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 06:10:40 ET on 07/29/2020 under Order No. 1270211745 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

## **APPENDIX D**

STUDY REPORT prepared by Silver / Petrucelli + Associates



# STAMFORD SCIENCE RENOVATIONS

Study Report

November 22, 2021

The 1970s building houses 16 labs that have not received many renovations throughout the course of its lifetime. The science department has a goal of renovating these laboratories into flexible universal labs to support teaching and learning and to ultimately foster the growth of the international baccalaureate science program.

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## SECTION I - PROJECT PURPOSE

Stamford High School is a multilevel facility consisting of 3 different vintages of buildings beginning including 1927, 1970 and 2005. While the newest structure houses 5 new science labs for freshman, the 1970s building houses an additional 16 labs that have not received many renovations throughout the course of its lifetime. These labs were reviewed and studied for their current condition and their potential for renovation. The science department has a goal of renovating these laboratories into flexible universal labs to support teaching and learning and to ultimately foster the growth of the international baccalaureate science program.

### Process

Architects, as well as plumbing, mechanical and electrical engineers conducted on-site facility evaluations and investigations. Some of the existing construction documents for the school were also reviewed. Current floor plans were updated to reflect the current conditions and layout of the existing spaces. Programming meetings were held so the design team could get an understanding of the project goals from the educators. Additional field trips were scheduled to review neighboring science labs for reference. Ultimately the design team interpreted the program goals and created a floor plan to meet the needs of the department. Estimates provided the magnitude of the cost of such a project.

### Codes

The following is a list of the current building and accessibility codes which are applicable for the State of Connecticut, and these codes were used as the basis for the accessibility code review for this study.

#### Current Building Codes

State of Connecticut

Effective October 1, 2018

2015 International Building Code

2009 ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities

2010 Americans with Disabilities Act (ADA)

- o Title I Employment
- o Title II Government Facilities
- o Title III Public Accommodations

As the codes are updated, they will affect the pertinence of the information contained in this report, and the facilities should be reviewed for the applicable changes in the codes, revising the report accordingly. Most importantly, the codes that are in effect at the time building permits are obtained by a Contractor are the ultimate determinant codes, so changes in the codes and their adoption dates should be closely monitored and planned for.

The building was surveyed to determine accessibility compliance. Most areas of the buildings were investigated, and include any site, architectural, plumbing, mechanical and electrical violations. The violations observed their solutions are included in the proposed construction options.

This report is preliminary in nature and not a Construction Document but represents a reasonable accounting of most significant accessibility code challenges at this building. However, the definitive determination of code compliance lies in a set of construction documents ready for permitting with the local authorities, primarily the Building Official, Fire Marshal, 504/ADA Coordinator, and Regional Health Director.

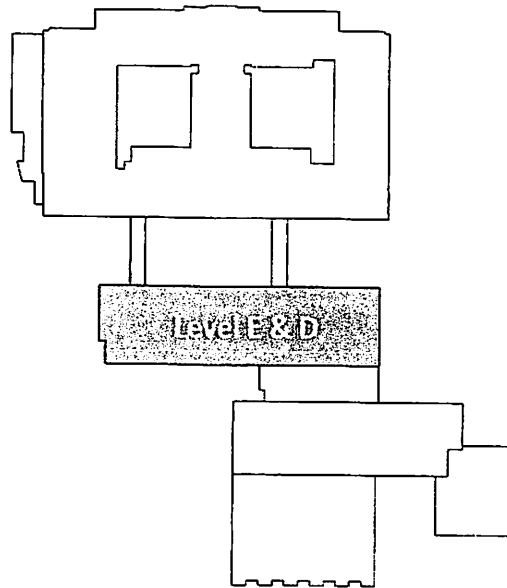
## Findings

Stamford High School (SHS) Science labs date to the original construction of the building and need renovations. The study includes the assessment of the existing 16 laboratories and their support spaces on level E & D of the 1970s building. Built in 1970, they have not seen many updates throughout their lifetime. As many buildings of this age, there are some minor code violations including accessibility, electrical and ventilation that need to be addressed in the next project. Overall, the layout of the space works with relocation of the teaching wall and the creation of universal and flexible labs.

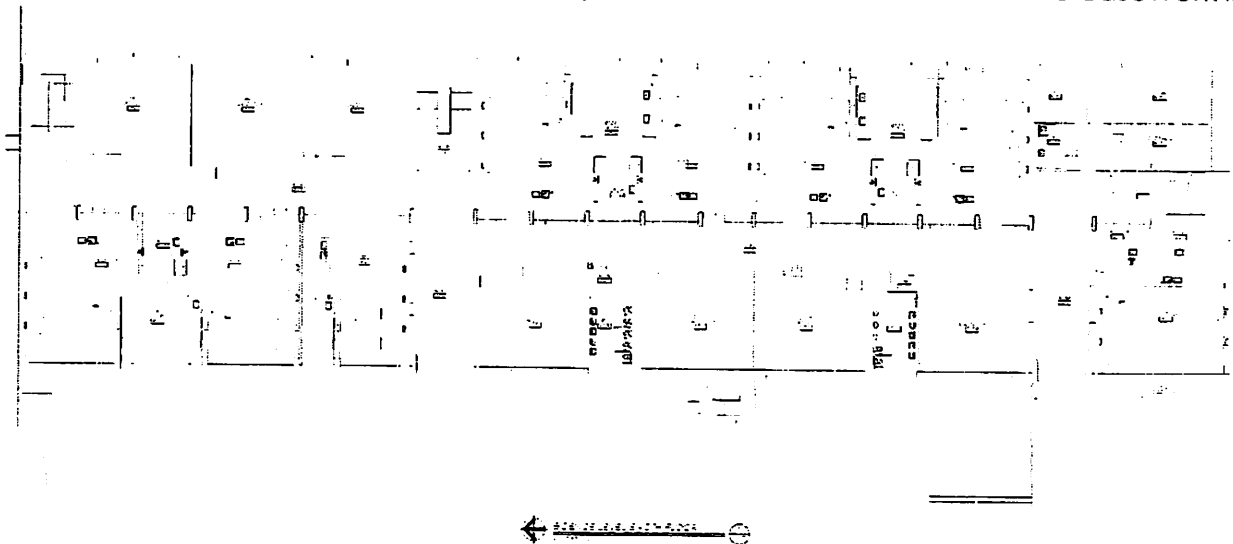
## SECTION II – EXISTING CONDITIONS

### Architectural

Stamford High School (SHS) is organized into three separate structures all connected by corridors and skybridges. The focus of this study was Level E & Level D which is the 2<sup>nd</sup> and 3<sup>rd</sup> floor of the central 1970 building. This 123,518 square foot building is organized off a central double loaded corridor with general classrooms on one side and laboratories across. Each of the 2 levels are composed of 8 laboratories for a total of 16. Most of the labs are paired, connected by a shared Prep Room and a Storage Room. Others are single with their own Prep Room, and one has been converted to a Computer Lab that has limited use.



This building consists of a concrete superstructure with interior masonry partitions. Limited gypsum walls were noted. In addition, this building is fully sprinklered. The dropped acoustical ceilings are in good condition. The VCT flooring is in fair condition. The casework is in poor condition, nearing the end of its lifetime. Many have broken drawers, delaminating cabinets, cracks in epoxy tops and an overall lack of accessibility compliance. They have very small sinks that are not ideal. The casework is



the most problematic architectural component within the laboratory. The teacher's demonstration area has seen some modifications and is in fair condition, however its size and location are not ideal. It is located at the corridor wall adjacent to the classroom door in a very cramped location that provides too many distractions.

The Prep Rooms and Storage Rooms are typically shared between two labs with a few exceptions. They are rather large and have the same type of original cabinetry as the labs. The condition is similar, and they too need to be replaced. These rooms are separated by full height casework in the center. The larger full height cabinets, while in good condition do not meet code requirements. The Prep rooms are large spaces and are currently utilized for storage, office space or are underutilized. The storage rooms are currently set up like a small prep room with casework and a sink. The casework like the other spaces, needs replacement.

Many of the original wood doors have been replaced with newer wood doors and most appear to be in good condition. Door hardware has also been upgraded and meets accessibility. A few doors do not meet the dimensional approach clearances but can easily be modified with a few needing to be replaced.

Overall, the 16 labs and their associated Prep and Storage Rooms are in good condition with casework needing replacement. The removal and relocation of the casework will also affect the flooring and potentially the wall finish. Casework, painting, and flooring should be included in the project together.

## Fire Protection

At present the entire space in the scope of study is covered by an existing sprinkler system with adequate coverage per the NFPA.

## Plumbing

At present the science labs and prep rooms are equipped with a combination of built-in sinks made from the same material as the countertop and drop-in stainless-steel sinks. Sinks are equipped with cold and hot domestic water faucets and gooseneck outlets. Vents and drains run generally within the cabinetry up to the risers and consist of a mixture of polypropylene fusion-weld and borosilicate glass with mechanical joints. The glass is existing and as it has been damaged and repaired, it has been replaced with the polypropylene chemical-resistant counterpart. The system terminates with at a remote-located neutralization tank via gravity drainage. The service life of the piping systems is in the realm of 50 years, however due to the potential for glass breakage (as witnessed by the large amount of replacement polypropylene piping), the newer polypropylene system has longer service life potential.

Natural gas is piped throughout the cabinetry as well to multi-plex outlets at the sink locations. There are emergency shut-off stations in multiple locations to provide local shut-down activated by the instructor as required. There are reports from the instructors that many of the gas valves are partially or completely non-functional. Gas piping systems have a useful service life of 25 – 30 years.

The Fume Hoods are equipped with utilities such as water, gas, and chemical waste as well. It is unclear if these are still operable.

The existing safety shower/eye wash stations are located close to electrical drops in most locations and electrical sources will be relocated to address this concern.

## Mechanical

At present the classrooms are served by Unit Ventilators (UV) for heating and ventilation requirements and by window-mounted air conditioning units for air-conditioning. The UVs are original to the rooms and in fair-to-poor condition in general. The useful service life for a unit ventilator is 15 – 20 years due to the high levels of maintenance usually incurred. Window mounted air conditioners, besides having the concern of them being window-mounted, have a 3 – 5-year service life expectancy in a high peak use application such as this.

Ventilation is induced through the use of rooftop-mounted exhaust fans, many of which are located at present in louvered penthouse enclosures. The ventilation system arrangement at present is dedicated 1) by zones, and 2) by exhaust service type. The zones are roughly broken down into thirds of the floor, serving the two floors and in some cases lower beyond. The services are broken down as follows:

- General Exhaust – serving the majority of the ventilation induced through the UV's.

- Toilet Exhaust
- Prep Room Exhaust
- Fume Hood Exhaust

The purpose of each is to set up a flow pattern in areas that are the most crucial to containment (i.e., prep and hoods) are kept more negative to their surroundings. From there occupied-unoccupied cycles can allow for the shut-down of general exhaust to save energy, because the treatment of ventilation air is a major operational cost in any science lab scenario.

The existing rooftop exhaust fans are in poor condition, and some are not operational due to various reasons (i.e., belts, disrepair, power shut-off, etc.). One of the three (3) penthouses serving the zonal exhaust equipment was inaccessible due to the access being screwed closed. With the various deficiencies noted on the operation, or lack thereof, of the exhaust equipment the imbalance of airflows among the spaces, zones and services are most certainly an issue.

The existing fume containment hoods are constant-flow devices that linearly bypass room air and sash containment airflows based on the percentage of the sash that is opened with internal diversion of intake air. They are in fair, workable condition; however, they lack any visible alarm/face velocity detection device.

Several other areas are served by split-system, ducted fan coil units above the ceilings. It is unclear of the condition of this equipment due to access at the time.

#### Electrical

Several electrical closets are located on the 5<sup>th</sup> and 6<sup>th</sup> floors. These closets contain multiple 120/208V and 277/480V panels which serve the classrooms, hallways, and equipment for these floors. Looking at the panels and the schedules there appears to be plenty of spares for any new equipment that is needed such as ice makers, dishwashers, or exhaust fans. It appears that the panel schedules are kept up to date, which would depict many spares, if many new circuits are needed per floor, then some panels will need to be verified if the breakers are spares or are in use.

Many classrooms have adequate receptacles located throughout the room, but one classroom had virtually every receptacle removed, providing power only to the teacher's desk. Since the floor layout is going to change this will be fixed during construction, if work is not done to this room, then GFI receptacles should be placed back at the science classrooms, without power the experiments that can be done will be limited. Many of the classrooms contain a power pole next to the teacher's desk which contains power, data and A/V devices. These power poles for the most part are in good condition. Most of the science classrooms contain GFI receptacles recessed in the lab tables, for the most part these are in terrible condition. It appears that the kids break and try to remove the receptacles. This results in many receptacles not being recessed and exposing live wires inside, this is a major code violation. Wiremold is used in many classrooms, when it is located by lab tables or sinks it is GFI protected, as it should be. Wiremold is in fair condition,



there are many marks on the wiremold due to kids drawing on them. EPO switches are located inside the prep rooms, but not located in the classrooms where the gas/power to equipment is located.

Lighting in the classrooms are fluorescent fixtures. They appear to be old but are still in fair condition, there appears to be adequate lighting in the rooms. Several of the lenses have water damage, which should be replaced. Lighting controls for the classrooms are covered via single pole toggle switches and occupancy sensors. Some classrooms have old occupancy sensors which are in fair condition, but still working. Twinhead emergency lighting was located in very few rooms, specifically in the prep room, these fixtures are in good condition.

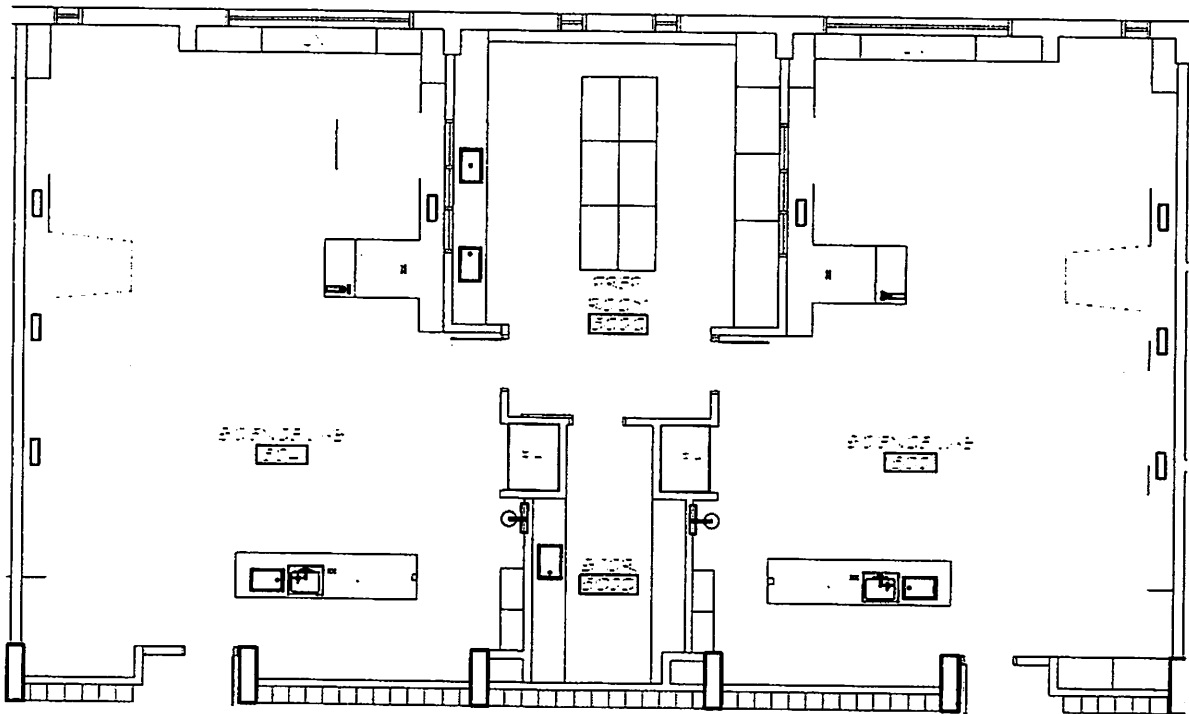
Each classroom is equipped with a smartboard and projector, controls for these are located at the power pole next to the teacher's desk. These devices appear to be fairly new and will not need to be replaced. Data jacks are located in all rooms at the teacher's power pole and connected to the wiremold in most rooms. These devices are in fair condition and will not need to be replaced. Phones were not located in the room; at the moment it appears the only way to contact someone is via the speaker and call switch on the wall. Some of these speakers are very old and that system is outdated. Clocks were located in all rooms; they are in good condition and do not need to be replaced. There is one clock where the wires are hanging below the clock so it can be easily unplugged, it would be recommended to hide the wiring behind the clock just like the others.

Fire alarm horn/strobes were located in all rooms. The devices are in good condition but appear to be old. Several smoke detectors were located in the prep rooms, these devices are in good condition, but also appear to be old.

## SECTION III - PROGRAM

### Science Program

It is important to identify the scope of the design early in the process as a well thought out program will lead to a better-quality design. There are many different factors that play a role in facility programming beginning with the overall vision for the future. Stamford High School's vision for their science program is to renovate all laboratories to offer flexibility in all laboratories. A universal room design with a multipurpose approach is preferred so that one lab is not specific to Biology, Chemistry, Physics etc. but they all could be taught and supported in each lab. This can be accomplished by eliminating the fixed science bench and instead provide flexible tables that can be supported by perimeter utilities and overhead electrical. With this flexibility multiple layouts can be achieved day to day to meet the needs of the specific teacher, student, lesson, or task while still providing access to water, gas, electric and the existing fume hood. The relocation of the teaching wall/teacher demonstration table is also a critical component of the program. Adjusting this focal point to the long vacant wall will eliminate the distraction that occurs while facing the door. Storage rooms and prep rooms need to be upgraded to support the lab. Additionally, two shared equipment rooms for ice machines, dishwashers and refrigerators should be located on each floor. A dedicated chemical storage room is also needed in proximity to direct egress. Additional program requirements can be found within the Meeting Minutes.



The spreadsheet includes all the existing laboratories, storage rooms, prep rooms, and support spaces on Level E & Level D (2<sup>nd</sup> and 3<sup>rd</sup> floor) of the central 1970 building. The total square footage of these spaces is 20,131 square feet.

Room #	Space Division	Quantity	Square Footage	Subtotal
501	Science Lab	1	988	988
501B	Prep Room	1	133	133
501C	Prep Room	1	194	194
502	Science Lab	1	1,012	1,012
502C	Prep Room	1	415	415
502D	Storage Room	1	121	121
504	Science Lab	1	1,073	1,073
506	Science Lab	1	1,049	1,049
506C	Prep Room	1	416	416
506D	Storage Room	1	121	121
508	Science Lab	1	1,001	1,001
511	Lab - ESL Classroom	1	872	872
511A	Prep Room	1	139	139
513	Science Lab	1	1,035	1,035
513C	Prep Room	1	346	346
513D	Storage Room	1	122	122
515	Science Lab	1	1,058	1,058
601	Science Lab	1	988	988
601B	Prep Room	1	133	133
601C	Prep Room	1	194	194
602	Science Lab	1	1,035	1,035
602C	Prep Room	1	393	393
602D	Storage Room	1	87	87
604	Science Lab	1	1,054	1,054
606	Science Lab	1	1,079	1,079
606C	Prep Room	1	404	404
606D	Storage Room	1	87	87
608	Science Lab	1	992	992
611	Computer Lab	1	956	956
611A	Server Room	1	58	58
613	Science Lab	1	1,034	1,034
613C	Prep Room	1	389	389
613D	Storage Room	1	86	86
615	Science Lab	1	1,067	1,067
	<b>TOTAL Existing Net Square feet</b>	<b>34</b>		<b>20,131</b>

## Precedents – Flexible Labs

To provide the most comprehensive understanding of the project goals the project team visited a local flexible high school lab at Darien High School. The larger “clabs” (lab and classroom) had fixed peninsulas along with some moveable desks in additions to individual student desks. Teachers had a fixed demonstration table along with a movable desk. Electrical, gas and plumbing are located at the perimeter of the lab. Large, shared prep rooms provide flexibility and a place to store the ice machine, dishwasher, and refrigerator. Additionally, a dedicated Chemical Storage with the complaint open shelving. These are many of the requested elements of the Science Department. While these labs did not offer the full extent of the flexibility desired, it was useful to see updated layouts casework and equipment.

The design team research the flexible concept with a focus on utilities and furniture. A focus of many of the following images was on the different arrangements of power from above most often on reels and some on tracks. With a 9' ceiling heigh in the SHS labs, reels can work to provide greater flexibility from above. Reals would need to be installed at the ceiling and supported by the structure above. The lab tables come in a variety of options. They can be on lockable casters of on fixed feet that can still be moved around. Many have adjustable legs so the height can be desk or counter height. The shapes were also reviewed. Most options incorporate 2 person tables to allow for greater flexibility while other options are a pentagon table for 4 students like lab islands.

The images also show casework, accessories, color pallets, chair types, different teacher areas all within a variety of design styles geared towards high school science. Many of the images discussed can be reviewed in the appendix under the 03.17. Presentation.

## SECTION IV – PROPOSED PLANS

The goal for the Science renovations is to provide a universal room design with a multipurpose approach. Using the existing room layout but demolition all casework, relocating the teaching wall, providing water and gas at the perimeter and electrical above will provide the science department with ability to provide the flexible science lab desired.

### Architectural

#### Laboratories:

All laboratories are intended to be treated the same to create the universal flexible goal of each space. Once all existing casework is removed, the teaching wall relocate to the adjacent longer blank wall. New perimeter casework will be installed with 6 sinks, some upper cabinetry one bank of full height casework. A fixed 5-foot teacher demonstration bench will be installed at the new location. New flooring will be installed, and walls will be patched and painted to complete the space. Then flexible furniture can be installed and arranged in numerous configurations. The design anticipates the use of two-person lab tables on casters, lab chairs along with a mobile teacher desk and chair.

#### Prep and Storage Rooms:

The Prep Rooms and Storage Rooms are typically shared between two labs with a few exceptions. The storage rooms are currently set up like a small prep room with casework and a sink. It would be beneficial and provide more useable space within the prep room itself by utilizing these storage rooms more. These spaces could be retrofitted with floor to ceiling shelving. The prep rooms should receive new perimeter casework and a sink. Instead of wall to ceiling shelving in the middle, a movable table or a fixed island would provide better space for group work, individual work, experiments, tutoring or teacher space. If materials, equipment, projects etc. Can be stored in open shelving in the storage room or in the base cabinets of the Prep Room or Laboratory it will free up usable work surfaces of the Prep Room to provide better utilization of the space. These spaces will also receive new paint and flooring.

#### Shared Equipment Rooms:

Providing a dedicated room for shared equipment is a goal of the science department. This concept explores locating 2 rooms per floor, one at the north and south ends of the building to offer proximity to all labs. These rooms include base cabinets with counter and sink. This is where the dishwasher, ice machine and refrigerator would be located. These spaces will also receive new paint and flooring.

#### Dedicated Chemical Storage:

Providing a dedicated chemical storage room for the science department is an important component to the program. Laboratory 511 is a single lab with proximity to direct egress and is the perfect location for this. The lab is rather large for all the storage so a portion of this has been allocated to the north ends shared equipment storage room. The concept is to build a separating wall from the new shared equipment room. The casework would be removed and installed with floor to ceiling open shelving

appropriate for chemical storage. The space could also accommodate a table or island in the middle of the space for an area to measure or mix chemical as needed. The prep room could remain as a prep, or additional storage room or be demolished and repurposed within the main space. The current concept incorporates some casework and a sink with the eyewash to remain. These spaces will also receive new paint and flooring.

### Fire Protection

At present the entire space in the scope of study is covered by an existing sprinkler system with adequate coverage per the NFPA. Any movement of the existing walls or alterations of the existing space configurations may warrant further consideration for head relocations or additions.

### Plumbing

All existing chemical waste piping, both the glass and the polypropylene, is proposed to be replaced with new polypropylene waste and vent. Piping will be required to be relocated to accommodate the revised layouts and fixtures.

Natural gas piping throughout the cabinetry as well as the multi-plex outlets will be replaced with new systems to the new outlet locations and quantities required. The emergency gas shut-off stations will be upgraded as well.

The Fume Hoods are equipped with utilities such as water, gas, and chemical waste as well. This can be modified, eliminated, or refurbished as required to suit the program needs.

The existing combination safety shower/eye wash equipment will be replaced with new and shall be equipped with ASME temperature regulation devices to provide tempered water, per the Code.

### Mechanical

The UVs are working for heating and ventilating the spaces at present, and it had been suggested to consider refurbishment rather than a complete, wholesale replacement of the equipment. As the addition of air conditioning to the Science Wing is not being considered for this scope of work, the heating and ventilation portions of the equipment will be further scrutinized for unit-by-unit updates.

Window mounted air conditioners will remain as the main source of cooling as there is no means of upgrading the existing UVs with facility-based cooling systems such as chilled water distribution. In addition, there is no space available within the UV's themselves to add the cooling coils, valves, piping, etc., to accomplish the changeover, let alone the increased airflow required for cooling (over what is needed for heating) the spaces.

Induced ventilation through the use of proposed new rooftop-mounted exhaust fans with premium efficiency motors, utilizing existing, cleaned and sealed ductwork will remain in force. The ventilation system arrangement is proposed to be the same Zone/Service breakdown as it is at present. By maintaining this arrangement, the various deficiencies noted in the current means of operation can be corrected to a corrected and verified balance of airflows among the spaces, zones, and services.

The existing fume containment hoods will be refurbished and equipped with a visible face velocity detection device which will alarm locally when insufficient airflow is detected.

## Electrical

### Laboratories:

Existing power poles serving the teacher's desk should be relocated to the new teacher's desk location. Receptacles which have been partially removed and have exposed live wires needs to be replaced ASAP, so kids do not get electrocuted. Receptacles located in some of the wiremold are hanging so live wires are exposed, this also needs to be fixed ASAP since it is a code violation.

Circuits for mechanical units will need to be provided. Power will come from the nearest panel with spare capacity, disconnects will also be provided for the units. Depending on the size of the units dedicated circuits will most likely be provided.

EPO switches are recommended to be installed in each science classroom which has gas. They should be located next to the door and the gas shut off switch. For future movable desks there are several ways this could be accomplished, via the use of overhead cord reels which could retract back to the ceiling when not in use, or via power poles. Power poles would be recommended if the classroom will not be rearranged often, they can be provided with a longer power feed which will allow them to be relocated next to the desks when they are moved. If the desks will be relocated often this would not be recommended since power poles are usually meant to stay in a single location and can be a nuisance to move. If the desks are planned to be universal and relocated often, or even once a month then retractable cord reels would be recommended. The cord reels can be attached to the ceiling and connected to the structure above, so kids do not yank them out of the ceiling. They would be installed in ideal locations such that when the desks are moved the reels would still be close to the tables. Either way the power pole & cord reels would need to have GFI receptacles since they would be within 6' of a sink. Power for the smartboards and projectors would need to be relocated as well to align with the new teaching wall.

It would be recommended to replace the lighting with high efficiency LED lighting which will save energy and decrease the utility bill. New occupancy sensors would be recommended since most are old and nearing the end of their useful life cycle. If lighting is to be changed to LED, then the switches should be replaced with dimming switches. While not required by code in the prep rooms it would be recommended to install a twinhead fixture in each prep room. The classrooms connected to the prep

rooms require emergency lighting by code, since the prep room could be occupied, and the person would have to leave the prep room through darkness which could result in injury.

Since the teaching wall is projected to move the smartboard and projector would need to be relocated as well. Since the power pole would be relocated with the teacher's desk the controls for the projector would be relocated as well, cabling and raceway would probably need to be redone or extended to reach the new location. At some point the speaker/call system should be replaced for the school. Since this is a smaller project, it would just be recommended to replace the old speakers with new ones.

If the horn/strobes are working correctly there is no need to replace them, at some point, in the future, they will need to be replaced.

### Prep Rooms and Storage Rooms

Circuits for mechanical units will need to be provided. Power will come from the nearest panel with spare capacity, disconnects will also be provided for the units. Depending on the size of the units dedicated circuits will most likely be provided.

It would be recommended to replace the lighting with high efficiency LED lighting which will save energy and decrease the utility bill. New occupancy sensors would be recommended since most are old and nearing the end of their useful life cycle. If lighting is to be changed to LED, then the switches should be replaced with dimming switches. While not required by code in the prep rooms it would be recommended to install a twinhead fixture in each prep room.

If the smoke detectors are working, then they do not need to be replaced right away. For the prep rooms which do not contain smoke detectors it would be recommended to add them and connect them to the fire alarm loop serving the floor.

### Shared Equipment Room:

Circuits for all equipment (dishwasher, ice machine and fridge) will need to be provided. Power will come from the nearest panel with spare capacity, disconnects and appropriate receptacles will also be provided for the units. Dedicated circuits will be provided for the equipment.

It would be recommended to replace the lighting with high efficiency LED lighting which will save energy and decrease the utility bill. New occupancy sensors would be recommended since most are old and nearing the end of their useful life cycle. If lighting is to be changed to LED, then the switches should be replaced with dimming switches.

If the horn/strobes are working correctly there is no need to replace them, at some point, in the future, they will need to be replaced.



### Dedicated Chemical Storage:

Circuits for mechanical units will need to be provided. Power will come from the nearest panel with spare capacity, disconnects will also be provided for the units. Depending on the size of the units dedicated circuits will most likely be provided.

It would be recommended to replace the lighting with high efficiency LED lighting which will save energy and decrease the utility bill. New occupancy sensors would be recommended since most are old and nearing the end of their useful life cycle. If lighting is to be changed to LED, then the switches should be replaced with dimming switches. While not required by code it would be recommended to install a twinhead fixture in each chemical storage room.

If the horn/strobes are working correctly there is no need to replace them, at some point, in the future, they will need to be replaced. It would be recommended to add a smoke detector and connect it to the fire alarm loop serving the floor.

Proposed Floor plans can be viewed in the appendix.

## SECTION V - COST

A detailed estimate has been developed in correlation with the preliminary proposed floor plan. While the total cost of the proposed renovations totals \$4 million, phasing needs to be incorporated and some laboratories need to remain in operation during the school year. The understanding is that this project will be phased beginning with Phase 1 around \$1 million. At \$4 million, the 16 labs break out to roughly around \$250,000 each. Chemical Storage would also be helpful to be completed in Phase 1 so that chemicals can be consolidated from all other laboratories. Therefore, Science Labs 515, 513, Shared Equipment Room and Chemical Storage on the northwest of Level "E" side of the would be an appropriate Phase 1 project. This would also keep construction localized to one end of the building and is accessed by a localized stair tower.

## SECTION VI - SUMMARY

Stamford High School laboratories need updates to meet the educational needs defined by the Science department and administration. These antiquated laboratories all need new casework, flooring, painting, plumbing, mechanical, and electrical updates along with a reorganization of the classroom layout to improve and meet future needs of the science program. With the modifications recommended in this report the Stamford Science department will have modernized flexible laboratories to support the districts educational needs and International Baccalaureate Science Programs for decades to come.



Stamford High School Science  
Meeting Meetings No. 01 Kick Off

Date	Time	Location	Prepared by
2/4/2021	2:30 PM	SHS 601/Conf. Call	Michelle Miller

Attendees:

Raymond Manka	SHS Principal
Matthew Moynihan	SHS Assistant Principal
Matt Forker, part-time	SHS Assistant Principal
Joseph Cozza	SHS Science Department Head
Kevin McCarthy	Facilities Manager
Nancy Ormsby	City of Stamford Engineering
Ken Eldridge	Silver Petrucelli + Associates
Michelle Miller	Silver Petrucelli + Associates

Minutes:

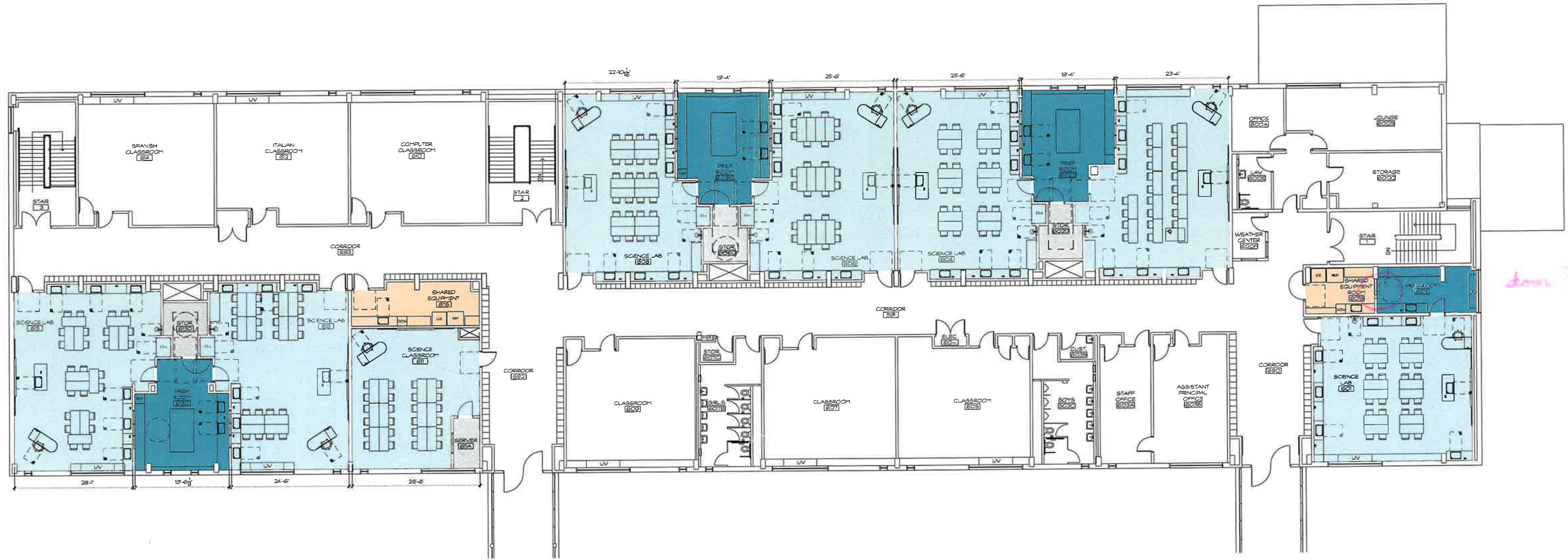
Item	Description
1.	5 <sup>th</sup> and 6 <sup>th</sup> floor will receive state funding for renovations. <ul style="list-style-type: none"> <li>a. Level of disrepair may limit what can be done.</li> <li>b. It may need to be completed in phases.</li> <li>c. Any safety issues will need to be addressed: eyewash, showers, fume hoods and venting. <ul style="list-style-type: none"> <li>i. Fume hoods and rooms are currently vented but will likely need to be improved/increased.</li> </ul> </li> <li>d. IB Science stresses safety</li> </ul>
2.	The number of labs and students per class will need to be defined. <ul style="list-style-type: none"> <li>a. 24 students per lab is typical.</li> <li>b. Currently 14 of the 15 labs are being used. <ul style="list-style-type: none"> <li>i. 501 and 601 are not like the other labs and do not have fume hoods, minor renovations?</li> <li>ii. 511, now ESL, is likely to become chemical storage.</li> </ul> </li> </ul>
3.	Designing specialized labs versus universal labs were reviewed. <ul style="list-style-type: none"> <li>a. While fitting out each lab with every component could add expenses to the overall project, a universal room design with a multipurpose approach is preferred.</li> <li>b. Movable lab tables will provide greater flexibility if they lock and power can be supplied from above.</li> <li>c. 6 larger deeper sinks at perimeter (current size is insufficient)</li> </ul>
4.	The focal point is the teachers desk for demonstration and smartboard. It needs to be addressed and redesigned. <ul style="list-style-type: none"> <li>a. Teacher demo area is wasted space and not ideal, it should be relocated away from the door.</li> </ul>
5.	Storage / Prep Rooms / cabinetry <ul style="list-style-type: none"> <li>a. New cabinetry needed throughout: Existing cabinetry does not meet dimensional requirements &amp; clearances.</li> <li>b. temperature controlled</li> <li>c. undercounter flammable and acid cabinets</li> <li>d. dedicated controlled flammable storage could be included in 511, ideal location.</li> </ul>
6.	Shared equipment should be located to fulfill safety guidelines. <ul style="list-style-type: none"> <li>a. ice machines: ideally 1 – 2 per floor</li> <li>b. refrigerators: in shared storage/ Prep</li> <li>c. dishwashers: ideally 1 – 2 per floor</li> </ul>
7.	The team would like to visit other schools for inspiration and ideas. <ul style="list-style-type: none"> <li>a. Darien High School</li> <li>b. Milford high schools Jonathan Law and Foran were past projects completed by SPA that were referenced.</li> </ul>

Next Meeting:	Date	Time	Location
	TBD	TBD	TBD

Any corrections, additions or comments shall be made to Silver Petrucelli + Associates within 14 days of the date of this meeting

Distribution: All in attendance

## SECTION VII – FLOOR PLANS

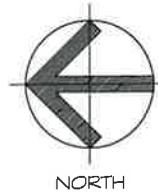


LEGEND

- LAB/CLASSROOM
- PREP ROOM
- STORAGE ROOM
- SHARED EQUIPMENT & CHEMICALS



Stamford High School  
 Science Renovations Study  
 55 Strawberry Hill Ave,  
 Stamford, CT 06902

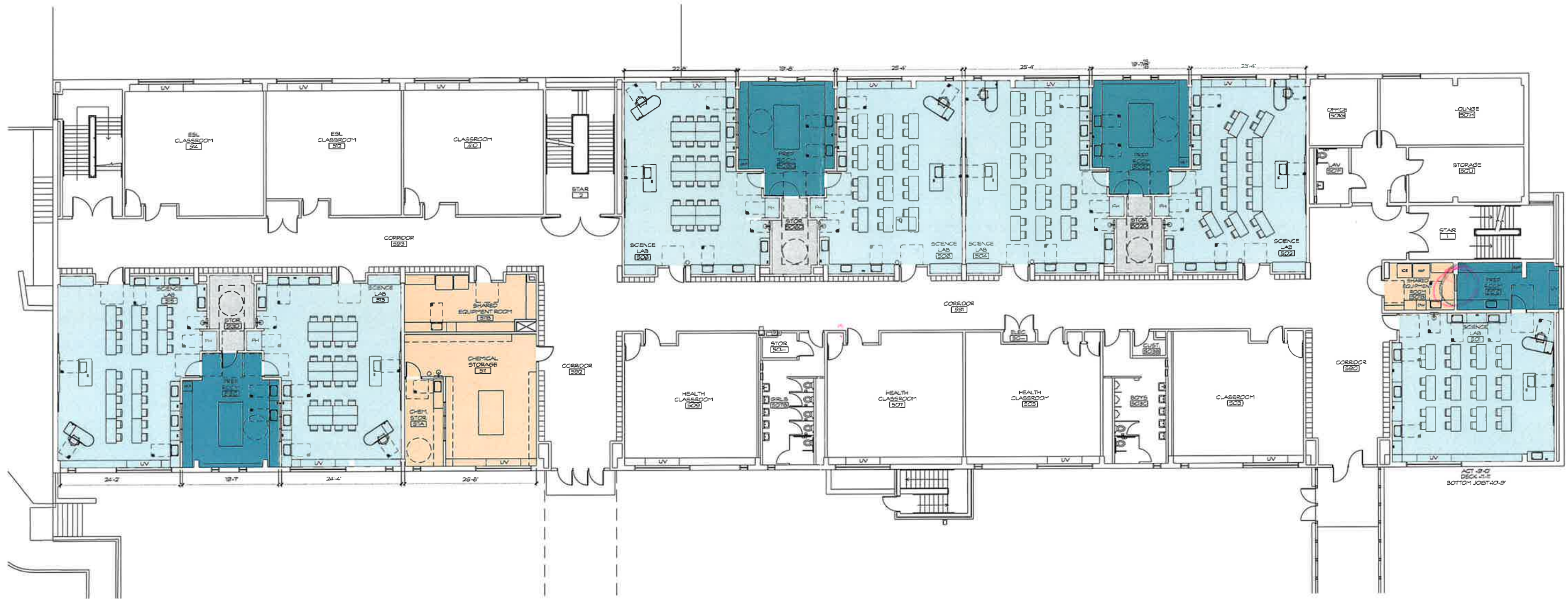


**SCIENCE LEVEL D - 6TH FLOOR**

SCALE: NTS



SILVER/PETRUCELLI + ASSOCIATES  
 Architects / Engineers / Interior Designers  
 3190 Whitney Avenue, Hamden, CT 06518-2340  
 One Post Hill Place, New London, CT 06320  
 Tel: 203 230 9007 Fax: 203 230 8247  
 silverpetrucci.com



LEGEND

- LAB/CLASSROOM
- PREP ROOM
- STORAGE ROOM
- SHARED EQUIPMENT & CHEMICALS



**Stamford High School**  
**Science Renovations Study**  
 55 Strawberry Hill Ave,  
 Stamford, CT 06902



**SCIENCE LEVEL E - 5TH FLOOR**

SCALE: NTS



**SILVER/PETRUCELLI + ASSOCIATES**  
 Architects / Engineers / Interior Designers  
 3190 Whitney Avenue, Hamden, CT 06518-2340  
 One Post Hill Place, New London, CT 06320  
 Tel: 203 230 9007 Fax: 203 230 8247  
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**The City of Stamford**  
**Stamford High School Science Labs**

Renovation Area 20,131

January 2022

Renovations to Stamford High School Science Labs

Proposed Preliminary Design Opinion of Probable Construction Cost

RECEIVED  
 JAN 13 2022  
 ENGINEERING



Task	Unit	takeoff Quantity		Total Project Development Cost
<b>Division 1 - General Requirements</b>				
01 21 16.50 Contingencies (design)	Total Cost	1	10.00%	\$264,625.25
01 00.00 General Conditions	Project	1	15.00%	\$396,937.88
01 74 13.20 Cleaning Up (final)	Job	1	0.30%	\$7,938.76
01 76 13.20 Temporary Protection	SF	20,131	\$1.30	\$26,170.30
<b>Subtotal</b>				<b>\$695,672</b>
<b>Division 2 - Existing Conditions</b>				
Selective Demolition	SQ	20,131	\$10.00	\$201,310
02 82 13.43 Bulk Asbestos removal (allowance)	LS	1	\$50,000	\$50,000
<b>Subtotal</b>				<b>\$251,310</b>
<b>Division 3 - Concrete</b>				
03 30 53.40 cast in place concrete - Slab patching	LS	1	\$18,000.00	\$18,000
<b>Subtotal</b>				<b>\$18,000</b>
<b>Division 4 - Masonry</b>				
patching allowance			\$7,500.00	\$7,500
<b>Subtotal</b>				<b>\$7,500</b>
<b>Division 8 - Openings</b>				
Standard Door Frames	EA	5	\$1,000.00	\$5,000
Standard Door	EA	5	\$1,500.00	\$7,500
Door Hardware	EA	5	\$1,200.00	\$6,000
<b>Subtotal</b>				<b>\$18,500</b>

<b>Division 9 - Finishes</b>				
09 21 16.33 Partition walls (3 5/8" walls w/gyp bd.) painted	SF	519	\$20.00	\$10,380
09 91 23.74 Interior Painting	SF	33,300	\$2.50	\$83,250
09 91 23.39 Interior Painting (painted door trim)	EA	44	\$200.00	\$8,800
09 65 19.10 Resilient Tile Flooring (VCT)	SF	20,150	\$3.50	\$70,525
09 65 13 Resilient Base and Accessories (rubber base)	LF	3,700	\$3.75	\$13,875
09 51 23.10 Suspended Ceilings	SF	2,300	\$5.00	\$11,500
<b>Subtotal</b>				<b>\$198,330</b>

<b>Division 10 - Specialties</b>				
10 11 16 Fixed Markerboards (White Board)	EA	30	\$1,000.00	\$30,000
10 56 13 Open storage shelving	LF	225	\$150.00	\$33,750
10.44 16.13 Portable Fire Extinguisher	EA	16	\$100.00	\$1,600
<b>Subtotal</b>				<b>\$65,350</b>

<b>Division 12 - Furnishings</b>				
Lab table - adjustable rectangular	EA	169	\$1,000.00	\$169,000
Student lab chair	EA	338	\$300.00	\$101,400
Teacher mobile desk	EA	15	\$600.00	\$9,000
Teacher chair	EA	15	\$400.00	\$6,000
12 35 50 Wood Upper Cabinetry/shelving	LF	450	\$350.00	\$157,500
12 35 50 Wood Base Cabinetry	LF	900	\$400.00	\$360,000
12 35 50 Wood Full height Cabinetry	EA	16	\$2,000.00	\$32,000
12 36 53.10 Epoxy resin countertop	SF	1,800	\$90.00	\$162,000
Epoxy sinks	EA	117	\$700.00	\$81,900
Prep Room Tables	EA	7	\$2,500.00	\$17,500
<b>Subtotal</b>				<b>\$1,096,300</b>

<b>Division 21 - Fire Suppression</b>				
Incidental Sprinkler Work (Demo, Mobilization included)	LS	1	\$10,000.00	\$10,000
<b>Subtotal</b>				<b>\$10,000</b>



<b>Division 22 - Plumbing</b>				
Polypropylene Lab Piping and Fittings for San & Vent	LF	5,795	\$37.00	\$214,415
Gas Piping	LF	1,560	\$22.00	\$34,320
Gas Shutoff's & Outlets	per Room	14	\$2,485.71	\$34,800
CW / HW Piping	LF	3,120	\$25.00	\$78,000
DW Faucets	EA	121	\$350.00	\$42,350
Emergency Shower / Eyewash / Tempering	EA	14	\$1,950.00	\$27,300
Mobilization and Demobilization	LS	1	\$12,500.00	\$12,500
Testing and Balancing	LS	1	\$6,000.00	\$6,000
Demolition	LS	1	\$25,000.00	\$25,000
floor drains existing to remain				
excludes neutral'zn tank and risers / alarms				
<b>Subtotal</b>				<b>\$474,685</b>
<b>Division 23 - Heating, Ventilating &amp; AC</b>				
Mobilization and Demobilization	LS	1	\$12,500.00	\$12,500
Testing and Balancing	LS	1	\$12,500.00	\$12,500
Rigging	LS	1	\$10,000.00	\$10,000
Demolition	LS	1	\$25,000.00	\$25,000
Existing Duct Cleaning	LS	1	\$75,000.00	\$75,000
Refurbish Unit Ventilators	EA	30	\$1,500.00	\$45,000
Refurbish Fume Hoods / Face Alarm	EA	12	\$3,600.00	\$43,200
Replace Exhaust Fans / Upgrade Motors	EA	13	\$3,500.00	\$45,500
Miscellaneous (AHU's, CU's, Gravity VT's, etc.)	LS	1	\$50,000.00	\$50,000
Controls (Local T-stats)	SF	20,131	\$2.50	\$50,328
<b>Subtotal</b>				<b>\$369,028</b>
<b>Division 26 - Electrical</b>				
Power Reels & Power Pole Relocation Per Room	EA	15	\$4,500.00	\$67,500
Power for Fridge	EA	12	\$800.00	\$9,600
Power for Ice Maker	EA	4	\$725.00	\$2,900
Power for Dishwasher	EA	12	\$825.00	\$9,900
Power for Exhaust Fan	EA	8	\$1,450.00	\$11,600
Replace Broken Receptacles	EA	20	\$250.00	\$5,000
Emergency Lighting Devices & Wiring/Labor	EA	30	\$350.00	\$10,500
<b>Subtotal</b>				<b>\$117,000</b>

<b>Division 27 - Communications</b>				
Relocate Smartboards/Projectors & Cabling Per Room	EA	15	\$1,350.00	\$20,250

<b>Construction Total</b>				<b>\$3,341,925</b>
<b>Escalation @ 4%</b>				<b>\$133,677</b>
<b>Escalated Construction Total (date)</b>				<b>\$3,475,602</b>
<b>Owners Contingency @ 10%</b>				<b>\$347,560</b>
<b>Total Construction Cost</b>				<b>\$3,823,162</b>

<b>Cost Per S.F. (20,131 s.f. )</b>				<b>\$189.91</b>
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<b>Additional recommendations:</b>				
Reduce the width of prep rooms to maximize lab space	per wall	1	\$33,750.00	\$33,750
Replace Lighting & Switches per Classroom	EA	15	\$4,500.00	\$67,500
Replace Lighting & Switches per Prep Room	EA	12	\$1,500.00	\$18,000
Install EPO Switch per Classroom	EA	15	\$450.00	\$6,750
Replace Occupancy Sensors in Place	EA	27	\$400.00	\$10,800
Replace Speakers in Place	EA	16	\$500.00	\$8,000
Replace FA Horn/Strobes in Place	EA	30	\$400.00	\$12,000
Install Smoke Detectors/Replace Existing	EA	20	\$450.00	\$9,000



## **APPENDIX E**

MODIFICATIONS to BUDGET prepared by Professional Construction Services

STAMFORD HIGH SCHOOL LAB STUDY

STAMFORD HIGH SCHOOL LAB RENOVATIONS		01/10/22		PHASING OPTIONS					
SILVER PETRUCCELLI/PROFESSIONAL CONSTRUCTION SERVICES BUDGET COMPARISON									
ITEM DESCRIPTION	S/P/A	ITEM DESCRIPTION	PCS	OPTION 1		OPTION 2			
	TOTAL		TOTAL	DELTA	511-515 CLUSTER PHASE 1	REST PHASE 2	501,501B,501C 601,601B,601C PHASE 1	REST PHASE 2	
1 DIVISION 2		1 DIVISION 2							
2 EXISTING CONDITIONS	201,310	2 EXISTING CONDITIONS	201,310	-	37,186	164,124	25,998	175,312	
3 ABATEMENT	50,000	3 ABATEMENT	50,000	-	9,236	40,764	6,457	43,543	
4 DIVISION 3		4 DIVISION 3		-					
5 CONCRETE	18,000	5 CONCRETE	18,000	-	3,325	14,675	2,325	15,675	
6 DIVISION 4		6 DIVISION 4		-					
7 MASONRY PATCHING	7,500	7 MASONRY PATCHING	7,500	-	1,385	6,115	969	6,531	
8 DIVISION 8		8 DIVISION 8		-					
9 DOORS FRAMES AND HARDWARE	18,500	9 DOORS FRAMES AND HARDWARE	8,750	(9,750)	1,750	7,000	-	8,750	
10 DIVISION 9		10 DIVISION 9		-					
11 DRYWALL	10,380	11 DRYWALL	10,380	-	6,300	4,080	-	10,380	
12 RESILIENT FLOORING AND BASE	84,400	12 RESILIENT FLOORING AND BASE	175,075	90,675	32,119	142,956	5,497	169,578	
13 CEILINGS	11,500	13 CEILINGS	100,750	89,250	18,593	82,157	2,339	98,411	
14 PAINTING	92,050	14 PAINTING	58,750	(33,300)	10,135	48,615	7,516	51,234	
15 DIVISION 10		15 DIVISION 10		-					
16 MARKER BOARDS	30,000	16 MARKER BOARDS	30,000	-	6,000	24,000	4,000	26,000	
17 SHELVING	33,750	17 SHELVING	33,750	-	7,232	26,518	4,821	28,929	
18 FIRE EXTINGUISHERS	1,600	18 FIRE EXTINGUISHERS	8,000	6,400	1,500	6,500	1,000	7,000	
19 DIVISION 11		19 DIVISION 11		-					
20 APPLIANCES		20 APPLIANCES	20,000	20,000	4,000	16,000	9,000	11,000	
21 DIVISION 12		21 DIVISION 12		-					
22 LAB TABLES	169,000	22 LAB TABLES	169,000	-	24,000	145,000	24,000	145,000	
23 CABINETS AND COUNTERTOPS	793,400	23 CABINETS AND COUNTERTOPS	793,400	-	107,467	685,933	107,467	685,933	
24 FF&E TABLES AND CHAIRS	116,400	24 FF&E TABLES AND CHAIRS	116,400	-	17,400	99,000	16,400	100,000	
25 PREP TABLES	17,500	25 PREP TABLES	17,500	-	2,500	15,000	5,000	12,500	
26 DIVISION 21		26 DIVISION 21		-					
27 SPRINKLERS	10,000	27 SPRINKLERS	10,000	-	1,845	8,155	1,290	8,710	
28 DIVISION 22		28 DIVISION 22		-					
29 PLUMBING	474,685	29 PLUMBING	474,685	-	67,812	406,873	67,812	406,873	
30 DIVISION 23		30 DIVISION 23		-					
31 HVAC	369,028	31 HVAC	388,228	19,200	55,118	333,109	55,118	333,109	
32 DIVISION 26		32 DIVISION 26		-					
33 ELECTRICAL	117,000	33 ELECTRICAL	117,000	-	16,714	100,286	16,714	100,286	
34 DIVISION 27		34 DIVISION 27		-					
35 COMMUNICATIONS	20,250	35 COMMUNICATIONS	20,250	-	2,700	17,550	2,700	17,550	
36		36		-					
37 SUB TOTAL	2,646,253	37 SUB TOTAL	2,828,728	182,475	434,317	2,394,410	366,425	2,462,303	
38 GENERAL REQUIREMENTS	695,672	38 GENERAL REQUIREMENTS	1,024,711	329,039	189,283	835,428	132,336	892,375	
39 Construction Total	3,341,925	39 Construction Total	3,853,439	511,514	623,600	3,229,839	498,761	3,354,677	
40		40 CONTRACTOR FEE	385,344	10%	62,360	322,984	49,876	335,468	
41		41 CONSTRUCTION TOTAL	4,238,782		685,960	3,552,823	548,637	3,690,145	
42 Escalation @ 4%	133,677	42 Escalation	508,654	12%	82,315	710,565	65,836	738,029	
43 Escalated Construction Total (date)	3,475,602	43 Escalated Construction Total (date)	4,747,436	1,271,835	768,275	4,263,387	614,474	4,428,174	
44 Owners Contingency @ 10%	347,560	44 Owners Contingency @ 10%	474,744	10%	76,828	426,339	61,447	442,817	
45 Total Construction Cost	3,823,162	45 Total Construction Cost	5,222,180	1,399,018	845,103	4,689,726	675,921	4,870,992	
						5,534,828		5,546,913	

NOTE: DESIGN COSTS AND OTHER SOFT COSTS ARE EXCLUDED

**The City of Stamford**  
**Stamford High School Science Labs Renovation Area 20,131**

Renovations to Stamford High School Science Labs **November 2021**

Proposed Preliminary Design Opinion of Probable Construction Cost

**PROFESSIONAL CONSTRUCTION SERVICES MODIFICATIONS TO BUDGET**

Task	Unit	takeoff Quantity		Total Project Development Cost	
<b>Division 1 - General Requirements</b>					
01 21 14.50 Contingencies (design)					2,828,728
	Total Cost	1	20.00%	\$565,745.50	
01 00.00 General Conditions	Project	1	15.00%	\$424,309.13	change from 10% to 20%
01 74 13.20 Cleaning Up (final)	Job	1	0.30%	\$8,486.18	
01 76 13.20 Temporary Protection	SF	20,131	\$1.30	\$26,170.30	
<b>Subtotal</b>				<b>\$1,024,711</b>	<b>\$1,024,711</b>
<b>Division 2 - Existing Conditions</b>					
Selective Demolition	SQ	20,131	\$10.00	\$201,310	
02 82 13.43 Bulk Asbestos removal (allowance)	LS	1	\$50,000	\$50,000	
<b>Subtotal</b>				<b>\$251,310</b>	<b>\$251,310</b>
<b>Division 3 - Concrete</b>					
03 30 53.40 cast in place concrete - Slab patching	LS	1	\$18,000.00	\$18,000	
<b>Subtotal</b>				<b>\$18,000</b>	<b>\$18,000</b>
<b>Division 4 - Masonry</b>					
patching allowance		1	\$7,500.00	\$7,500	
<b>Subtotal</b>				<b>\$7,500</b>	<b>\$7,500</b>
<b>Division 8 - Openings</b>					
Standard Door Frames	EA	5	\$250.00	\$1,250	
Standard Door	EA	5	\$1,000.00	\$5,000	ASSUME REMOVAL IS INCLUDED IN DIV 2 - DOOR FRAME AND HARDWARE TOO HIGH MODIFY UNIT PRICES
Door Hardware	EA	5	\$500.00	\$2,500	
<b>Subtotal</b>				<b>\$8,750</b>	<b>\$8,750</b>
<b>Division 9 - Finishes</b>					
09 21 14.33 Partition walls (3 5/8" walls w/gyp bd.) painted	SF	519	\$20.00	\$10,380	
09 91 23.74 Interior Painting	SF	33,300	\$1.50	\$49,950	\$10,380
09 91 23.39 Interior Painting (painted door trim)	EA	44	\$200.00	\$8,800	\$58,750 PAINTING TOO HIGH CHANGE FROM 2.50 TO 1.50
09 65 19.10 Resilient Tile Flooring (VCT) - LVT	SF	20,150	\$8.00	\$161,200	\$175,075 VCT TOO LOW CHANGE FROM 3.50 TO 8.00 FOR LVT
09 65 13 Resilient Base and Accessories (rubber base)	LF	3,700	\$3.75	\$13,875	
09 51 23.10 Suspended Ceilings	SF	20,150	\$5.00	\$100,750	\$100,750 MADE ENTIRE CEILING
<b>Subtotal</b>				<b>\$344,955</b>	
<b>Division 10 - Specialties</b>					
10 11 14 Fixed Markerboards (White Board)	EA	30	\$1,000.00	\$30,000	

STAMFORD HIGH SCHOOL LAB STUDY

10.56.13 Open storage shelving	LF	225	\$150.00	\$33,750
10.44.16.13 Portable Fire Extinguisher	FA	16	\$500.00	\$8,000
<b>Subtotal</b>				<b>\$71,750</b>

IF FE ARE IN CABS TOO LOW - CHANGE FROM 100 TO 500 EACH  
\$71,750

**Division 11 - Equipment**

Appliances	LS	1	\$20,000.00	\$20,000
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\$20,000

**Division 12 - Furnishings**

Lab table - adjustable rectangular	EA	169	\$1,000.00	\$169,000
Student lab chair	EA	338	\$300.00	\$101,400
Teacher mobile desk	EA	15	\$600.00	\$9,000
Teacher chair	FA	15	\$400.00	\$6,000
12.35.50 Wood Upper Cabinetry/shelving	LF	450	\$350.00	\$157,500
12.35.50 Wood Base Cabinetry	LF	900	\$400.00	\$360,000
12.35.50 Wood Full height Cabinetry	EA	16	\$2,000.00	\$32,000
12.36.53.10 Epoxy resin countertop	SF	1,800	\$90.00	\$162,000
Epoxy sinks	EA	117	\$700.00	\$81,900
Prep Room Tables	EA	7	\$2,500.00	\$17,500
<b>Subtotal</b>				<b>\$1,096,300</b>

\$169,000  
\$116,400  
\$9,000  
\$6,000  
\$793,400  
\$360,000  
\$32,000  
\$162,000  
\$81,900  
\$17,500

**Division 21 - Fire Suppresion**

Incidental Sprinkler Work (Demo, Mobilization included)	LS	1	\$10,000.00	\$10,000
<b>Subtotal</b>				<b>\$10,000</b>

\$10,000

**Division 22 - Plumbing**

Polypropylene Lab Piping and Fillings for San & Vent	LF	5,795	\$37.00	\$214,415
Gas Piping	LF	1,560	\$22.00	\$34,320
Gas Shutoff's & Outlets	LS	1	\$34,800.00	\$34,800
CW / HW Piping	LF	3,120	\$25.00	\$78,000
DW Faucets	EA	121	\$350.00	\$42,350
Emergency Shower / Eyewash / Tempering	LS	14	\$1,950.00	\$27,300
Mobilization and Demobilization	LS	1	\$12,500.00	\$12,500
Testing and Balancing	LS	1	\$6,000.00	\$6,000
Demolition	LS	1	\$25,000.00	\$25,000
floor drains existing to remain				
excludes neutralzn tank and risers / alarms				
<b>Subtotal</b>				<b>\$474,685</b>

\$474,685

**Division 23 - Heating, Ventilating & AC**

Mobilization and Demobilization	LS	1	\$12,500.00	\$12,500
Testing and Balancing	LS	1	\$12,500.00	\$12,500
Rigging	LS	1	\$10,000.00	\$10,000
Demolition	LS	1	\$25,000.00	\$25,000
Existing Duct Cleaning	LS	1	\$75,000.00	\$75,000
Refurbish Unit Ventilators	EA	30	\$1,500.00	\$45,000
ADD WINDOW UNITS				
Refurbish Fume Hoods / Face Alarm	EA	16	\$1,200.00	\$19,200
Replace Exhaust Fans / Upgrade Motors	EA	12	\$3,600.00	\$43,200
Miscellaneous (AHU's, CU's, Gravity VT's, etc.)	EA	13	\$3,500.00	\$45,500
Controls (Local T-stats)	LS	1	\$50,000.00	\$50,000
	SF	20,131	\$2.50	\$50,328

ADDED WINDOW UNITS

STAMFORD HIGH SCHOOL LAB STUDY

<b>Subtotal</b>					<b>\$388,228</b>	<b>\$388,228</b>
<b>Division 26 - Electrical</b>						
Power Reels & Power Pole Relocation Per Room	EA	15	\$4,500.00		\$67,500	
Power for Fridge	EA	12	\$800.00		\$9,600	
Power for Ice Maker	EA	4	\$725.00		\$2,900	
Power for Dishwasher	EA	12	\$825.00		\$9,900	
Power for Exhaust Fan	EA	8	\$1,450.00		\$11,600	
Replace Broken Receptacles	EA	20	\$250.00		\$5,000	
Emergency Lighting Devices & Wiring/Labor	EA	30	\$350.00		\$10,500	
<b>Subtotal</b>					<b>\$117,000</b>	<b>\$117,000</b>
<b>Division 27 - Communications</b>						
Relocate Smartboards/Projectors & Cabling	EA	15	\$1,350.00		\$20,250	<b>\$20,250</b>

<b>Construction Total</b>	<b>\$3,853,439</b>	
<b>CONTRACTORS FEE</b>	<b>\$385,344</b>	10%
<b>CONSTRUCTION TOTAL</b>	<b>\$4,238,782</b>	
<b>Escalation</b>	<b>\$508,654</b>	12%
<b>Escalated Construction Total (date)</b>	<b>\$4,747,436</b>	
<b>Owners Contingency @ 10%</b>	<b>\$474,744</b>	10%
<b>Total Construction Cost</b>	<b>\$5,222,180</b>	

Cost Per S.F. (20,131 s.f. )

SP/A \$189.91

\$259.41

**The City of Stamford**  
**Stamford High School Science Labs** Renovation Area 20,131

Renovations to Stamford High School Science Labs November 2021

Proposed Preliminary Design Opinion of Probable Construction Cost

**PROFESSIONAL CONSTRUCTION SERVICES MODIFICATIONS TO BUDGET**

Task	Unit	Takeoff Quantity		Total Project Development Cost	511-515 CLUSTER		501,501B,501C 601,601B,601C	
					PHASE 1	PHASE 2	PHASE 1	PHASE 2
<b>Division 1 - General Requirements</b>								
01 21 16.50 Contingencies (design)	Total Cost	1	20.00%	\$565,745.50				
01 00 00 General Conditions	Project	1	15.00%	\$424,309.13	104,503	461,242	73,063	492,682
01 74 13.20 Cleaning Up (final)	Job	1	0.30%	\$8,486.18	78,378	345,932	54,797	369,512
01 76 13.20 Temporary Protection	SF	20,131	\$1.30	\$26,170.30	1,568	6,919	1,096	7,390
<b>Subtotal</b>				<b>\$1,024,711</b>	<b>4,834</b>	<b>21,336</b>	<b>3,380</b>	<b>22,791</b>
<b>Division 2 - Existing Conditions</b>								
02 82 13.43 Bulk Asbestos removal (allowance)	SQ	20,131	\$10.00	\$201,310	37,186	164,124	25,998	175,312
<b>Subtotal</b>	LS	1	\$50,000	<b>\$50,000</b>	<b>9,236</b>	<b>40,764</b>	<b>6,457</b>	<b>43,543</b>
<b>Division 3 - Concrete</b>								
03 30 53.40 cast in place concrete - Slab patching	LS	1	\$18,000.00	\$18,000	3,325	14,675	2,325	15,675
<b>Subtotal</b>				<b>\$18,000</b>				
<b>Division 4 - Masonry</b>								
patching allowance		1	\$7,500.00	\$7,500	1,385	6,115	969	6,531
<b>Subtotal</b>				<b>\$7,500</b>				
<b>Division 6 - Openings</b>								
Standard Door Frames	EA	5	\$250.00	\$1,250	250	1,000		
Standard Door	EA	5	\$1,000.00	\$5,000	1,000	4,000		1,250
Door Hardware	EA	5	\$500.00	\$2,500	500	2,000		5,000
<b>Subtotal</b>				<b>\$8,750</b>				<b>2,500</b>
<b>Division 9 - Finishes</b>								
09 21 16.33 Partition walls (3 5/8" walls w/gyp bd.) painted	SF	519	\$20.00	\$10,380	6,300	4,080		
09 91 23.74 Interior Painting	SF	33,300	\$1.50	\$49,950	8,535	41,415	6,316	10,380
09 91 23.39 Interior Painting (painted door trim)	EA	44	\$200.00	\$8,800	1,600	7,200	1,200	43,634
09 65 19.10 Resilient Tile Flooring (VCI)	SF	20,150	\$8.00	\$161,200	29,748	131,452	3,743	7,600
09 65 13 Resilient Base and Accessories (rubber base)	LF	3,700	\$3.75	\$13,875	2,371	11,504	1,755	157,457
09 51 23.10 Suspended Ceilings	SF	20,150	\$5.00	\$100,750	18,593	82,157	2,339	12,120
<b>Subtotal</b>				<b>\$344,955</b>				<b>98,411</b>
<b>Division 10 - Specialties</b>								
10 11 16 Fixed Markerboards (White Board)	EA	30	\$1,000.00	\$30,000	6,000	24,000	4,000	26,000
10 56 13 Open storage shelving	LF	225	\$150.00	\$33,750	7,232	26,518	4,821	28,929
10.44 16.13 Portable Fire Extinguisher	EA	16	\$500.00	\$8,000	1,500	6,500	1,000	7,000
<b>Subtotal</b>				<b>\$71,750</b>				
<b>Division 11 - Equipment</b>								
Appliances	LS	1	\$20,000.00	\$20,000	4,000	16,000	9,000	11,000





Construction Total	\$3,853,439
CONTRACTORS FEE	\$385,344
CONSTRUCTION TOTAL	\$4,238,782
Escalation	\$508,654
Escalated Construction Total (date)	\$4,747,436
Owners Contingency @ 10%	\$474,744
<b>Total Construction Cost</b>	<b>\$5,222,180</b>

Cost Per S.F. (20,131 s.f. )

SP/A \$189.91 \$259.41

	623,600	3,229,839		498,761	3,354,677
10%	62,360	322,984		49,876	335,468
	685,960	3,552,823	PHASE 2 ESCALATION	548,637	3,690,145
12%	82,315	710,565	20%	65,836	738,029
	768,275	4,263,387		614,474	4,428,174
10%	76,828	426,339		61,447	442,817
	845,103	4,689,726		675,921	4,870,992
		5,534,828			5,546,913
	\$227.27	\$285.74		\$259.99	\$277.85
	<b>BOTH PHASES</b>	<b>\$274.94</b>		<b>BOTH PHASES</b>	<b>\$275.54</b>

PHASE 1 OPTION 1		
511 LAB	884.02 SqFt	135.19 Ft
511B PREP	151.41 SqFt	53.25 Ft
513 LAB	1064.32 SqFt	141.38 Ft
515 LAB	1061.47 SqFt	141.32 Ft
513B HALL	43.5 SqFt	30.48 Ft
513D STORAGE	135.75 SqFt	52.7 Ft
513C PREP	378.09 SqFt	77.87 Ft

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	3718.56	632.19 Ft
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PHASE 1 OPTION 2		
501 LAB	967.13 SqFt	125.27 Ft
501B PREP	150.76 SqFt	49.93 Ft
501C PLANT ANIMAL RM	195.94 SqFt	60.25 Ft
601 LAB	951.38 SqFt	124.33 Ft
601B PREP	137.75 SqFt	47.85 Ft
601C PLANT ANIMAL RM	196.86 SqFt	60.24 Ft

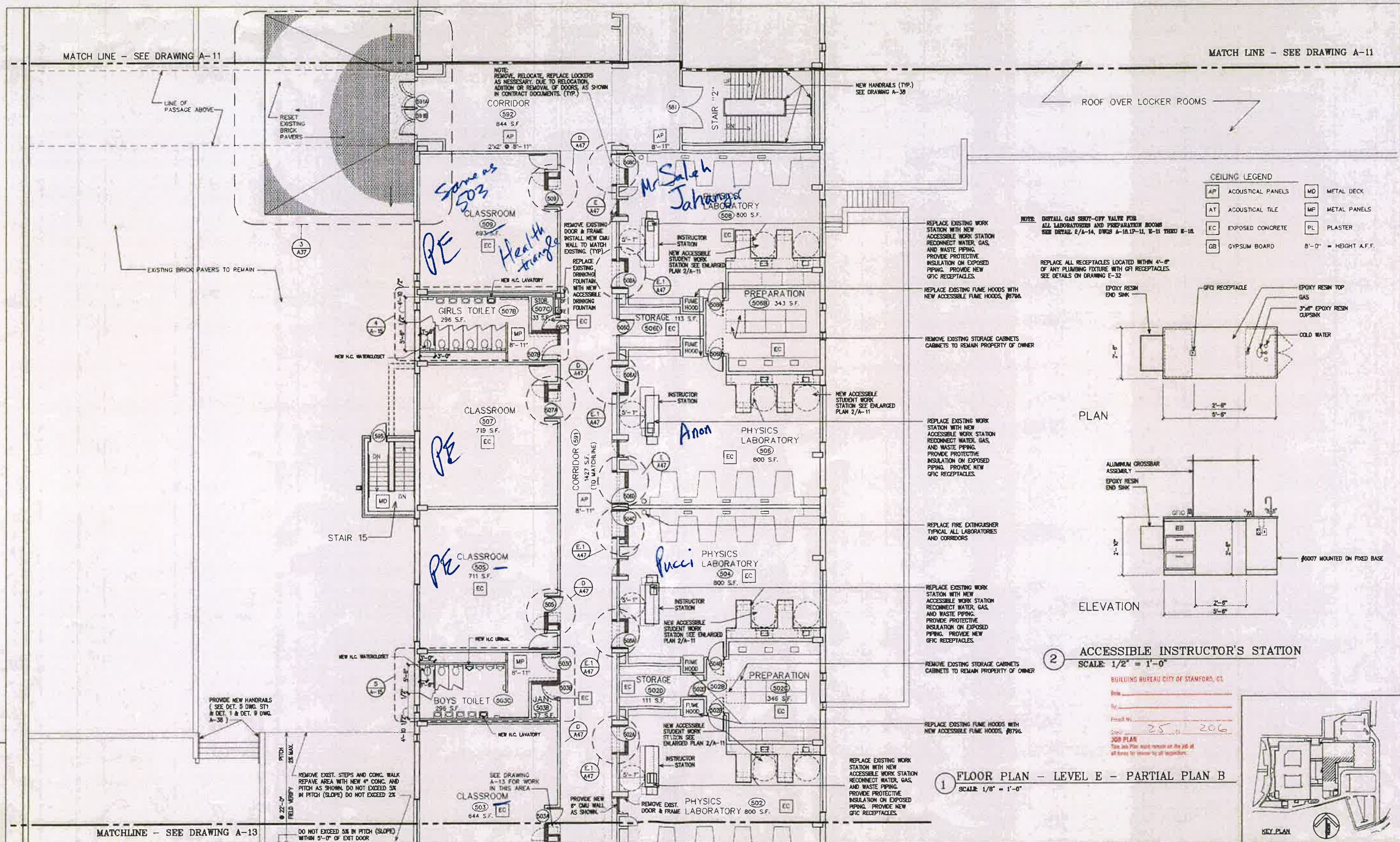
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	2599.82 SqFt	467.87 Ft
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## **APPENDIX F**

EXISTING FLOOR PLANS, circa 1967 w/1998 Alterations





MATCH LINE - SEE DRAWING A-11

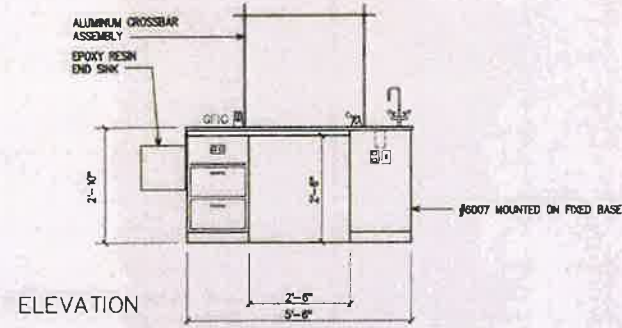
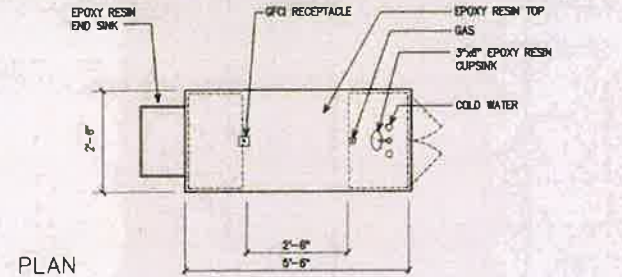
MATCH LINE - SEE DRAWING A-11

**CEILING LEGEND**

AP	ACOUSTICAL PANELS	MD	METAL DECK
AT	ACOUSTICAL TILE	MP	METAL PANELS
EC	EXPOSED CONCRETE	PL	PLASTER
GB	GYP-SUM BOARD		8'-0" = HEIGHT A.F.F.

**NOTE:** INSTALL GAS SHUT-OFF VALVE FOR ALL LABORATORIES AND PREPARATION ROOMS. SEE DETAIL 2/A-14, DWGS A-18.17-11, B-11 THRU B-18.

REPLACE ALL RECEPTACLES LOCATED WITHIN 4'-0" OF ANY PLUMBING FIXTURE WITH GFI RECEPTACLES. SEE DETAILS ON DRAWING E-32



2 ACCESSIBLE INSTRUCTOR'S STATION  
SCALE: 1/2" = 1'-0"

1 FLOOR PLAN - LEVEL E - PARTIAL PLAN B  
SCALE: 1/8" = 1'-0"

BUILDING BUREAU CITY OF STAMFORD, CT  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Project No: \_\_\_\_\_  
Sheet No: 25 of 206  
JOB PLAN  
This and Plan must remain on the job at all times for review by all inspectors.



REVISION NO.	DATE	BY	DESCRIPTION
1	3/13/98	MDP, ER	REVISED AS PER STATE DOC COMMENTS
2	8/4/98		

Date	Revisions	By	Date	Revisions	By	Date	Issued For
7/13/97	SCHOOL FACILITIES UNIT (SFI) PLAN COMPLETION TEST (POT)		7/28/98				
							Owner's Approval:
							Signature: _____ Date: _____

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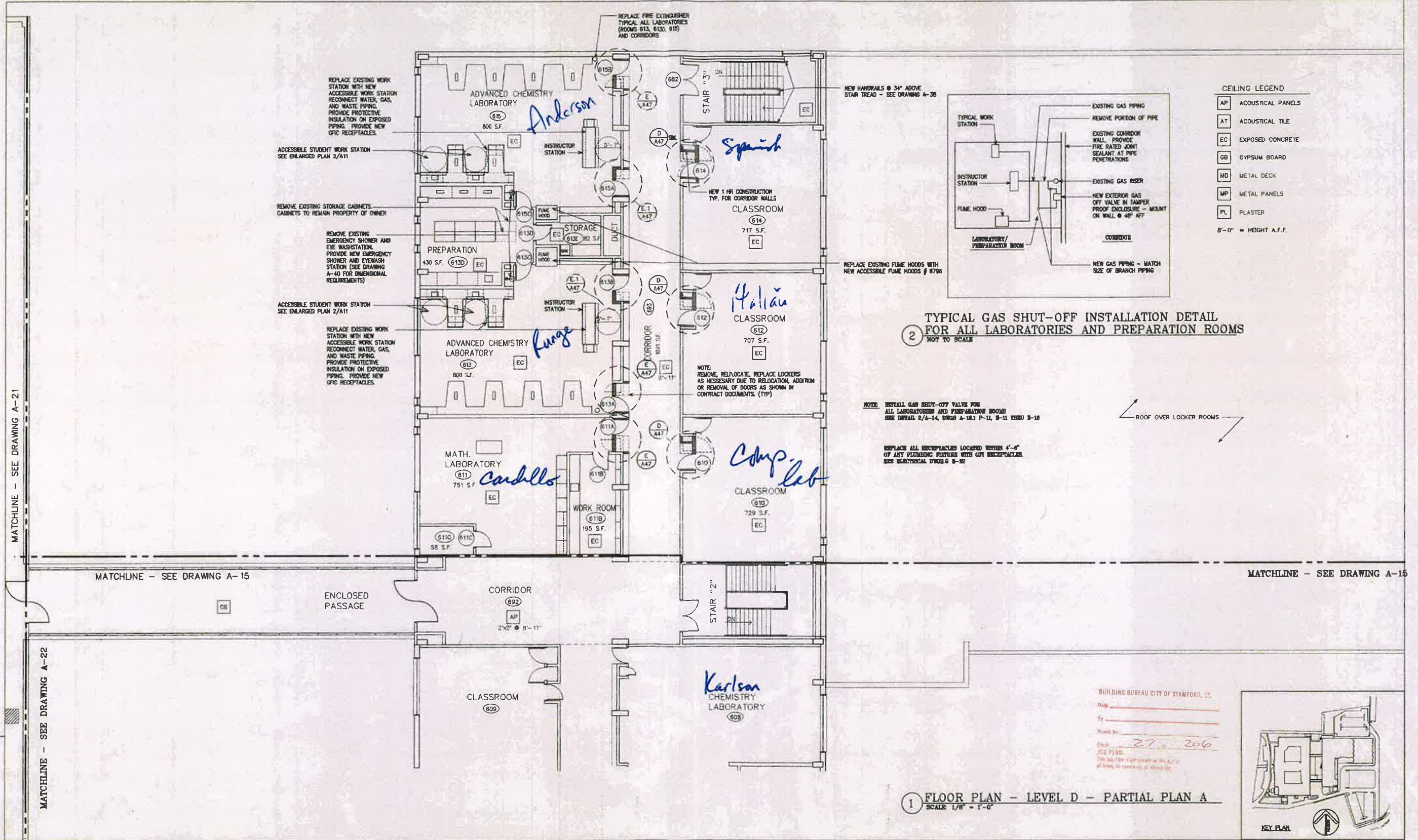


Job No.	103895
Drawn	RNH/KCP
Checked	MP
Scale	AS NOTED
Date	7/28/98

Project No. 100-174 CY, PHASE 1 OF 1  
**SPRINKLER SYSTEM & CODE COMPLIANCE FOR STAMFORD HIGH SCHOOL STAMFORD, CONNECTICUT**  
Sheet Title: **FLOOR PLAN - LEVEL E PARTIAL PLAN B**  
Total Pages: \_\_\_\_\_  
Self No: \_\_\_\_\_

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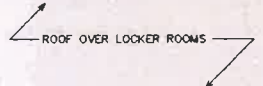




2 TYPICAL GAS SHUT-OFF INSTALLATION DETAIL FOR ALL LABORATORIES AND PREPARATION ROOMS NOT TO SCALE

NOTE: INSTALL GAS SHUT-OFF VALVE FOR ALL LABORATORIES AND PREPARATION ROOMS SEE DETAILS 2/1-14, 2/22 1-14.1 1-11, 1-11 2/20 1-16

REPLACE ALL RECEPTACLES LOCATED WITHIN 4'-0" OF ANY FLOORING FLEXURE WITH GFI RECEPTACLES SEE ELECTRICAL SYMBOLS 1-12



1 FLOOR PLAN - LEVEL D - PARTIAL PLAN A SCALE 1/8" = 1'-0"



REVISION No.	
REVISION BY:	
REVISION DATE:	
PLOT DATE:	

Date	Revisions	By	Date	Revisions	By
3/13/98	REVISED AS PER STATE DOE COMMENTS	MDP, ER	7/1/97	SCHOOL FACILITIES UNIT (SFU) PLAN COMPLETION TEST (PCT)	
7/28/98			7/28/98		

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Job No.	103695	Proj. No.	
Drawn	KB/SHM	Scale	AS NOTED
Checked	MP	Date	7/28/98
Scale	AS NOTED	Total Pages	
Date	7/28/98	Set No.	

Project No. 103-774 CT, PHASE 1 OF 1  
**SPRINKLER SYSTEM & CODE COMPLIANCE FOR STAMFORD HIGH SCHOOL STAMFORD, CONNECTICUT**  
 Sheet Title  
**FLOOR PLAN - LEVEL D PARTIAL PLAN A**







