

CITY OF STAMFORD
PURCHASING DEPARTMENT

| | |
|---|--|
| Request for Proposal No. | 2024.0191 |
| Title | City RFP - Architectural / Engineering Services for New Roxbury K-8 School |
| Date Issued | November 14, 2023 |
| Requesting Department | Engineering |
| Proposals Due | December 14, 2023 @ 4:00 P.M. |
| Submit Responses | Online via ProcureWare at https://stamfordct.procureware.com |
| 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 dtramontozzi@stamfordct.gov |
| Contact for Purchasing Questions | Erik J. Larson, Purchasing Agent elarson@stamfordct.gov |
| Pre-Proposal Meeting | N/A |
| Mandatory | |

Introduction

This Request for Proposals (RFP) was prepared to solicit responses from experienced and responsible firms to provide Architectural/Engineering services for the New Roxbury K-8 School, located at 751 Westhill Road, Stamford, CT, 06902, State Project No. 135-281N. The property is approximately 13.73 acres sloping gently downward from the west side of the property toward the east property line with landscaping consisting of trees, shrubs, grasses and play areas covered with a wood chip surface. The words "architect", "A/E team", and "proposer" are used interchangeably in this RFP.

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

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

The personnel and commitments identified on any proposer's proposal will be considered essential for 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 City 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 City. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City is unacceptable, shall be removed from the project pursuant to the request of the City. 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 City.

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.

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.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904

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

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

Roxbury K-8 Construction Project
715 West Hill Road
Stamford, CT
State Project #135-281N

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

| | |
|----|--------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | ARCHITECT'S RESPONSIBILITIES |
| 3 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 4 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5 | OWNER'S RESPONSIBILITIES |
| 6 | COST OF THE WORK |
| 7 | COPYRIGHTS AND LICENSES |
| 8 | CLAIMS AND DISPUTES |
| 9 | TERMINATION OR SUSPENSION |
| 10 | MISCELLANEOUS PROVISIONS |
| 11 | COMPENSATION |
| 12 | SPECIAL TERMS AND CONDITIONS |
| 13 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See documents listed in § 13.2, below

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See documents listed in § 13.2, below

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Construction Budget for the new school, associate site work, utilities, field reconstruction, and abatement and demolition of the existing school is \$73,084,552, inclusive of escalation costs. The Furniture, Fixtures and Equipment Budget is \$3,410,625

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

US

.1 Design phase milestone dates, if any:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:22:25 ET on 11/12/2023 under Order No.4104239631 which expires on 11/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(825443668)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

See documents list in § 13.2, below

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Construction Delivery method shall be assumed to be a Design-Bid-Build utilizing a Construction Manager with a Guaranteed Maximum Price (GMP) proposal (AIA A133).

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The project shall be a US Building Council (USGBC) registered LEED Silver Certified building to meet the requirements per city ordinance and conform to Connecticut High Performance Building Standards as required by Connecticut General Statutes.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

The City of Stamford Director of Operations or their designee.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined (Owner's Representative)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1

(Paragraphs deleted)
Surveyor:

.2

Init.

(Paragraphs deleted)

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
- .2 Mechanical/Electrical/Fire Protection Engineer:
- .3 Audio/Visual Engineer:
- .4 Civil Engineer:
- .5 Geotechnical Engineer:
- .6 Acoustical Engineer:
- .7 Landscape Architect:
- .8 Athletic Field Designer:
- .9 Food Service/Kitchen Equipment Vendor:
- .10 Telecommunication System Engineer:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:22:25 ET on 11/12/2023 under Order No.4104239631 which expires on 11/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(825443668)

.11 Interior Designer (if not the architect):

.12 Sustainability Consultant:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

See documents list in § 13.2, below

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 If applicable, the parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill, care and duty ordinarily provided and owing to owners by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be responsible, at its own expense, for all drawings, specifications, sketches, site visits, shop drawing/submittal reviews and any other services required to respond to or resolve issues with or changes to the bid/Contract Documents caused by the Architect's negligent errors or omissions.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

(Paragraphs deleted)

§ 2.5 The Architect shall indemnify, hold harmless and, at the Owner's option, defend the Owner, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Architect, or loss of or damage to property, resulting directly or indirectly from the Architect's negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Architect, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

§ 2.6 The Architect shall maintain insurance until termination of this Agreement pursuant to the Architect's Approved Certificate of Insurance, attached hereto as Exhibit B-1. If any of the requirements set forth therein are in addition to the types and limits the Architect normally maintains, the Owner shall not be required to pay the Architect as set forth in Section 11.9.

§ 2.6.1 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's design services shall include, but are not limited to, normal structural, mechanical and electrical engineering services. The intent of this agreement is to contain full design services for the Project. Therefore, under this Article and all articles under this Agreement, the Architect shall provide all required services necessary in formulating the design and bidding documents for the project including civil engineering, lighting design, technology, telecommunications systems design, AV system design, landscape design, interior design, acoustical design and/or specialty building design consultation as necessary. If the Architect's in-house personnel do not possess expertise and significant experience in these design disciplines, the Architect shall engage consultants with the required expertise within basic services. Section 3.1 identifies the exact services to be included as part of design services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.0 Prior to execution of any subconsultant agreement, the Architect shall submit to the Owner a list of all proposed subconsultants, together with the proposed scope of services for each, in order to establish to the Owner's reasonable satisfaction that all aspects of the Project will be designed and managed by qualified professionals. The Architect shall not enter into any subconsultant agreement to which the Owner has a reasonable objection. Subconsultants shall be those named in Sections 1.1.9.1 and 1.1.9.2 and shall not be changed prior to completion of the Project without written consent of the Owner, which shall not be unreasonably withheld.

§ 3.1.0.1 During the design of the Project, the Architect and its consultants shall visit the Project site as required to obtain available record drawings, investigate the existing buildings and site to understand the project issues and record local and existing conditions. If additional measured drawings are required beyond what is available from the Owner's records, the Architect shall develop those drawings as part of Basic Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by consultants retained directly by the Owner and shall coordinate the work of such consultants with the Architect's work so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, which shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, when appropriate, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations and shall assist the Owner in obtaining required written approval of all governmental authorities having jurisdiction over the Project. Review or approval of the Architect's documents by the Owner shall not relieve the Architect of any obligation for such compliance or for assistance in obtaining governmental approval by a governmental authority. The Architect shall respond to applicable design requirements imposed by those authorities and entities providing utility services and incorporate said requirements into the Contract Documents..

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, and by preparing documents for and attending meetings with governmental authorities having jurisdiction over the design and construction approval of the Project. This includes, but is not limited to, completing building code reviews and satisfying requirements of local or regional planning and zoning boards, fire marshals, and state and municipal authorities. It also includes attending all meetings and preparing all required documentation required by the State of Connecticut Department of Administrative Services, Office of School Construction Grants and Review.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. In preparation for, and in conjunction with, the Schematic Design Phase, the Architect shall also modify the provided program information into a formalized concise program document which includes, at a minimum, the following for Owner approval:

1. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
2. Documentation of required program space relationships.
3. Listing of special needs for each programmed space.
4. Target net square foot to gross square foot efficiency ratio.
5. Special building characteristics and requirements which should be included in design and construction parameters of the Project.

The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.2.1 The Architect shall advise the Owner of a need for tests, analyses, studies, reports, documentation of existing conditions or consultants' services not previously provided for in this Agreement.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.0.1 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Schematic Design Phase submittal and shall secure Owner's final written approval of such submittal. Schematic Design Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

(Paragraphs deleted)

§ 3.2.5.3 Schematic Design documentation shall also include, but not be limited to, the following:

- .1 An evaluation of HVAC systems including a narrative and drawings of at least three alternative system strategies delineating advantages, disadvantages, flow diagrams, approximate loads, sizing and capacity information, and relative order of magnitude costs for operation and installation.
- .2 A written description, flow diagrams, and design loads of the preferred mechanical and electrical systems for the Project. After review and approval by the Owner, these documents will serve as the "Basis of Design" for the mechanical and electrical systems of the Project.
- .3 Schematic Design documentation shall include drawings and/or narrative description of and performance criteria for all principal construction materials and systems proposed for the Project, including exterior and interior building materials and finishes; structural systems; plumbing and piping systems and fixtures, HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant building or site components as required to complete a detailed construction cost estimate for the full scope of the Project.
- .4 Tabular comparisons of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 3.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Schematic Design Documents unless and until all of the following conditions have been met:

1. The Schematic Design Documents have been completed;
2. The Owner has completed an estimate of construction costs based upon the Schematic Design Documents;
3. The Architect has completed an estimate of construction costs based on the Schematic Design Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");

5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Schematic Design Documents;
7. The Architect has modified the Schematic Design Documents to conform with the budget reconciliation and the Owner's review comments. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements as set forth in the documents listed in § 13.2, below. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 Design Development documentation shall also include, but not be limited to, the following:

1. The "Basis of Design" for the mechanical systems approved in Schematic Design shall be expanded in the Design Development Phase to report detailed engineering assumptions and results of calculations. Detailed engineering criteria such as indoor design temperatures and humidity levels, room and building occupancy numbers, climatic design values, hydronic distribution temperatures, peak loads, relative seasonal dates, design values for lighting, and domestic hot water temperatures are some of the information that must be recorded by the design engineer and submitted to the Owner for review and approval. The HVAC Designer shall prepare, for review and approval by the Owner, a spreadsheet that lists all rooms and spaces in the project and their respective design criteria such as heating and cooling loads, ventilation requirements, and discharge air velocities. HVAC design will include an energy modeling computer program and a printout report shall be provided to the Owner. The energy modeling computer program will be a program accepted by the USGBC LEED Certification process. Mechanical systems documentation shall include equipment schedules, general diagrammatic layout of ductwork and piping, typical details, riser diagrams for all systems, control diagrams showing sequence of operation;
2. Electrical systems documentation shall include riser diagrams for power, telephone, data, and emergency power systems as well as electrical equipment and lighting schedules;
3. Tabular comparison of all room areas as programmed, as shown in the Schematic Design submittal, and as shown in the Design Development submittal;
4. Comprehensive synopsis of regulatory requirements for the project, identifying salient design criteria and requirements of all applicable codes, laws and regulations.

§ 3.3.5 The Architect shall advise the Owner of any adjustments to the Design which affect the Schematic Estimate of Construction Cost.

§ 3.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner, an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) 16 Division format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare

comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Design Development Documents unless and until all of the following conditions have been met:

1. The Design Development Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the Design Development Documents;
3. The Architect has completed the estimate of construction costs based on the Design Development Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Design Development Documents;
7. The Architect has modified the Design Development Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 3.3.7 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Design Development Phase submittal and shall secure Owner's final written approval of such submittal. Design Development Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.1.1 The Architect shall advise the Owner of any adjustments to the Design which affect the Design Development Estimate of Construction Cost.

§ 3.4.1.2 When Construction Documents are approximately 90% complete; the Architect shall prepare a detailed estimate of construction costs with supporting data for review by the Owner. The Owner is not required to approve the Construction Documents unless and until all of the following conditions have been met:

1. The Construction Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the 90% complete Construction Documents;
3. The Architect has completed the estimate of construction costs based upon the 90% completed Construction Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled;
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the 100% complete Construction Documents;
7. The Architect has modified the Construction Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraint.
8. A final tabular comparison of all room areas as programmed, and as shown on Design Development submittal.

§ 3.4.1.3 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's ninety percent (90%) completion of the Construction Documents submittal and shall secure Owner's final written approval of such submittal. Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, the AIA Document A201-2017, modified, and may include bidding requirements and sample forms. No provision of these General Conditions shall be deleted, changed or contravened by any other provision of the Construction Documents without the Owner's express written consent. Construction drawings and specifications or other Construction Documents or contract documents submitted by the Architect to the Owner for approval or to any contractor's bidding or negotiating shall be complete and unambiguous. The Architect shall exercise usual and customary professional care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

§ 3.4.4

§ 3.4.5

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements, proposed Contract Documents, and any other documents/requirements deemed necessary or appropriate by the Owner.

§ 3.5.2.2 The Architect shall assist the Owner, at the Owner's request, in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications; and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.
- .4 participate in pre-award conference with bidders, if requested.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by Owner and attached hereto as Exhibit C. If the Owner and Contractor modify AIA Document A201-2017 after the date of this Agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner in writing of any known deviations from the intent of Contract Documents, and schedule deviations from the most recent Construction Schedule submitted by the Contractor.

§ 3.6.1.3 Subject to Sections 4.1 and 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, provided all requirements have been met by the Contractor.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, , but not less than every one (1) week or as otherwise agreed by the Owner and the Architect, to become generally familiar with and observe all reasonably apparent conditions at the site, 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. The Architect shall review placement and inspect for damage, quality, assembly, and function in order to determine that furniture, fixtures and equipment (FF&E) are in accordance with the requirements of the Contract Documents to the extent the Architect provided services for specifying, selecting, or procuring this FF&E as part of this Agreement. The Architect is responsible for coordinating all FF&E vendor deliveries and managing the deliveries on site to ensure all furniture, fixture and equipment is properly installed. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (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 and shall prepare and submit notes from job site observations to the Owner within seven (7) calendar days after each site visit. The Architect shall schedule, attend and chair, at the request of the Owner, all job meetings, and pre-construction meetings. Job meetings shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Architect, Owner and Contractor. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Contractor, Owner's Representative, consultants and others as appropriate not later than seven (7) calendar days after the meeting unless mutually agreed otherwise by the Owner and Architect. The Architect shall secure the attendance at job meetings of Architect's subconsultants and others as appropriate and as reasonably requested by the Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall immediately repost such rejection and the reason for the rejection in writing to the Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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.

§ 3.6.2.2.1 Throughout the Project, the Architect shall monitor the development of the "red lined" as-built documentation prepared by the Contractor. The "red lined" documents shall be maintained by the Contractor at the Project site. The Architect will notify the Contractor and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Contractor shall provide this documentation to the Architect for the development of a record set of drawings as required in Section 2.

§ 3.6.2.3 The Architect shall interpret and advise on matters concerning performance under, and requirements of, the Contract Documents on written (email acceptable) request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations the Architect shall endeavor to secure faithful performance by the Contractor, shall not show partiality to either the Owner or Contractor, and shall not be liable for results of interpretations rendered in good faith. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, as amended by Owner and attached hereto as Exhibit C, the Architect shall render initial interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has (1) made on-site inspections to check the quality and quantity of the Work, that the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, but shall not be a representation that the Architect (1) reviewed construction means, methods, techniques, sequences or procedures, (2) 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 (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect shall 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 actions shall be taken with such reasonable promptness not to exceed (fourteen) 14 calendar days unless mutually agreed otherwise. Review of such submittals is not for the purpose of determining the accuracy and completeness of other details not within the intended scope of submittal, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise provided in the Contract Documents, construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall indicate approval of an assembly of which the item is a component. Substitutions of materials or components of work proposed by the Contractor during construction shall be considered, evaluated, documented and incorporated into the Construction Documents by the Architect within design services if the proposed substitution is mutually determined by the Architect and Owner to increase the value of the Project or the change is done to meet the Owner's budget.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Contractor through the Contract Documents unless specifically approved by the Owner.

§ 3.6.4.3.1 The Architect shall provide to the Contractor a base set of contract drawings in electronic format for their use in the preparation of coordination drawings and submittals. This service shall be provided by the Architect at no additional cost to the Owner or Contractor.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ten (10) calendar days. The Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize 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 shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.1.1 NOT USED

§ 3.6.5.1.2 NOT USED

§ 3.6.5.1.3 The Architect shall revise Contract Documents, prepare supplementary documents including drawings, specifications or other written instructions as reasonably necessary to establish the appropriateness of, and to implement the Work incorporated in the Contract by Change Orders or Change Directives. The cost of such services by the Architect shall be included in Architect's Basic Services including changes requested in writing by the Owner, if the cost of the requested changes is within the owner contingency as delineated in Sections 5.1.3 and 5.1.4. Although these contingency funds are not within the Project Control Budget, the Architect shall be responsible for the review and issuance of Change Orders as described. Owner requested changes that exceed these contingency amounts shall be considered Changes in Services and compensated as provided in Section 4.2 unless required due to error or omission of the Architect.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 review and forward to the Owner, for the Owner's records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 certify a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Contractor and/or the Owner, at the Owner's discretion, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall provide comprehensive documentation of Work not in conformance with Contract Documents (punch list) for the Owner's and Contractor's review. This comprehensive list shall be inclusive of all architectural, mechanical and electrical disciplines. Prior to the issuance of final Certificate for Payment the Architect will reinspect to verify conformance with the Contact Documents.

§ 3.6.6.2.1 The Architect shall, within thirty (30) calendar days after issuance of the final Certificate for Payment, prepare and deliver to the Owner a complete set of all original Contract Drawings modified to incorporate all changes directed by "SK" and other supplementary instructions prepared by the Architect or the Architect's Consultants and issued after execution of the Construction Contract, all changes in the Work, including detail and dimensional changes and the final locations of all plumbing, storm drainage, fire protection, mechanical and electrical lines, outlets, manholes, etc. both inside and outside the building, as recorded on the Contractor's "red-line" documents, and any other changes of which the Architect may be aware. These modified documents shall be dated and labeled "Record Documents," and the Architect shall provide the Owner with one complete full-size set of documents and, in addition, one electronic copy using the latest version of AutoCAD, an AutoCAD-compatible DWG format, or other format approved in advance by the Owner.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Warranty Period Services

The Architect shall assist as reasonably requested by the Owner during the warranty period set forth in the Contract Documents in identifying defects in the Project and in determining and implementing appropriate corrective measures in accordance with the requirements of the Construction Contract. Approximately one month before expiration of the Contractor's warranty period, the Architect shall conduct an inspection of the Project together with the Owner's representatives and shall report in writing any observed discrepancies under warranties or guarantees required by the Contract Documents.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless included as Basic Services in the documents listed in §13.2, below, or listed below as a Basic Service, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|----------|--|
|----------|--|

Init.

| Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | Architect Basic Service |
| § 4.1.1.2 Multiple preliminary designs | Architect Basic Service |
| § 4.1.1.3 Measured drawings | Architect Basic Service |
| § 4.1.1.4 Existing facilities surveys | Architect Basic Service |
| § 4.1.1.5 Site evaluation and planning | Architect Basic Service |
| § 4.1.1.6 Building Information Model management responsibilities (BIM Level 300 Minimum) | Architect Basic Service |
| § 4.1.1.7 Development of Building Information Models for post construction use | Architect Basic Service |
| § 4.1.1.8 Civil engineering | Architect Basic Service |
| § 4.1.1.9 Landscape design | Architect Basic Service |
| § 4.1.1.10 Architectural interior design | Architect Basic Service |
| § 4.1.1.11 Value analysis | Architect Basic Service |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Architect Basic Service |
| § 4.1.1.13 On-site project representation | Architect Basic Service |
| § 4.1.1.14 Conformed documents for construction | Architect Basic Service |
| § 4.1.1.15 As-designed record drawings | Architect Basic Service |
| § 4.1.1.16 As-constructed record drawings | Contractor |
| § 4.1.1.17 Post-occupancy evaluation | Architect Basic Service |
| § 4.1.1.18 Facility support services | |
| § 4.1.1.19 Tenant-related services | |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Architect Basic Service |
| § 4.1.1.21 Telecommunications/data design | Architect Basic Service |
| § 4.1.1.22 Security evaluation and planning | Architect Basic Service |
| § 4.1.1.23 Commissioning | |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Architect Basic Service – USGBC Registered LEED Silver Minimum and State of CT High Performance Building Standards |
| § 4.1.1.25 Fast-track design services | |
| § 4.1.1.26 Multiple bid packages | Architect Basic Service – Multiple phase approvals required by OSCGR |
| § 4.1.1.27 Historic preservation | |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Architect Basic Service |
| § 4.1.1.29 Other services provided by specialty Consultants | Any specialty service necessary to meet the approved educational specifications |
| § 4.1.1.30 Geotechnical Engineering | Architect Basic Service |

(Rows deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 The Owner has identified a Sustainable Objective in Article 1, as meeting all criteria and a registration of USGBC LEED Certified Silver building and meeting all State of CT High Performance Building Design Criteria.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall provide the Owner with a scope of work, time and fee proposal for Owner's approval before providing any such services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation

(Paragraphs deleted)

for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

- .7 Evaluation of the qualifications of entities providing bids or proposals;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice to the extent such services are not necessary due to the Architect's negligent errors or omissions..

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or 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 Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit every week to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 If not part of the Architect's Services, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Architect's sole remedy for Owner delays shall be an extension of time to complete the work and the Architect hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.1.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for market condition adjustments at the time of bidding and for changes shall be included in the Cost of the Work.

§ 6.1.2 The Cost of the Work does not include the Owner Contingency which is to be spent if necessary during the construction phase of the Project. The Owner Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Total Construction line of the budget may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unforeseen conditions discovered during construction, errors and omissions or opportunities to improve the value of the Project through quality or other construction enhancements. See Article 6.1.6.

§ 6.1.3 Funds from the Owner Contingency cannot be committed or expended without the authorization of the Owner.

§ 6.1.4 Enhancements paid through the use of Owner Contingency funds that will be considered part of the Architect's Basic Services include those enhancements approved by the Owner that are identified and designed during the design phases of the project. Other enhancements within Basic Services identified after the completion of the design phases must meet the following criteria to be considered within the Architect's Basic Services:

1. The enhancement does not involve the expansion of the Owner's Program as established in the Design Phases.
2. The enhancement does not involve additional design, evaluation, or documentation by the Architect other than change order preparation and processing.

The Architect's services required for enhancements made to the project in the Construction Phase and paid through the use of Owner Contingency funds not meeting the above criteria will be compensated as a change in service as described in 4.2 and 11.2.

§ 6.1.5 The Architect shall prepare three estimates of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect warrants and represents that bids will not exceed the Owner's budget for the Cost of the Work, any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect, by more than fifteen percent (15%).

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate as a Basic Service.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, or less than eighty percent (80%) of the Project Control budget, the Owner shall

- .1 give written approval of an increase or decrease in the budget for the Cost of the Work. If the budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of project scope has occurred, then the Architect will not be compensated as additional services for this supplemental budget funding;
- .2 rebid the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work. Cooperate in revising the Project scope and quality as required to reduce or increase the Cost of the Work to be within the maximum budget constraints of the Project Control Budget but not less than eighty percent (80%) of the Project Control Budget. The redesign must then be mutually agreed upon by the Owner and Architect; or,
- .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction

Documents Phase Services, or the budget as adjusted under Section 6.5.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the *(Paragraphs deleted)*

Work by fifteen percent (15%) or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraph deleted)

§ 6.6.1 The Owner's Representative will compare and analyze the Reconciled Cost Estimates (required in Article 2.4) and the Construction Budget. If the Reconciled Cost Estimates exceed the Construction Budget, the Architect shall advise the Owner on ways to revise the Project so its cost is within the Construction Budget. The Architect shall recommend options for cost reduction for the Owner's approval.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, irrevocable license to use the Architect's Instruments of Service, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce and use the Instruments of Service, subject to any protocols established pursuant to Section 1.3 for any purpose whatsoever. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is terminated by the Owner for any cause other than default by the Owner of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. In the case where the parties are engaged in a good faith dispute, the Owner will retain the aforementioned nonexclusive license until or unless the Owner is deemed to be in default.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No Additional Charge.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Consultant hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended by Owner and attached hereto as Exhibit C.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement or the documents listed in § 13.2, below, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

(Paragraph deleted)

§ 10.9 During the term of this Agreement, including any extensions, the Architect 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 Architect shall include its members, officers, directors, employees, and owners of more than 5% equity in the Architect.

§ 10.10 The Architect is prohibited from using its status as a consultant to the Owner to derive any interest(s) or benefit(s) from other individuals or organizations, and, therefore, shall comply with all the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances.

§ 10.11 Neither the Architect, the Architect's Representatives or the Architect's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the Owner. If the Architect, the Architect's Representative or the Architect's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the Owner or the Architect is accused of performing or committing any act which could adversely impact the Architect's events, programs, services, or reputation, the Owner shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Architect may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the Owner at its sole discretion.

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

§ 10.13 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.14 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the

admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

INCLUDED AS BASIC SERVICE

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed to in writing by the Owner and where appropriate utilizing the architect’s hourly rates submitted with their proposal.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one percent (1 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | |
|------------------------------|-------------|-----------|--------|
| Schematic Design Phase | percent (|) | %) |
| Design Development Phase | percent (|) | %) |
| Construction Documents Phase | percent (|) | %) |
| Procurement Phase | percent (|) | %) |
| Construction Phase | percent (|) | %) |
| <hr/> | | | |
| Total Basic Compensation | one hundred | percent (| 100 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents as requested by the Owner or as required for submission to governing bodies and agencies and bidding purposes. Charges for the Architect's internal printing, reproductions, plots and other documents is not permitted;
- .5 Postage, handling, and delivery of Instruments of Service;
- .6
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested and authorized in advance as an additional service by the Owner or required for the Project;
- .8
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar direct Project-related expenditures, if authorized by the Owner.

(Paragraph deleted)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall not be required to pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made by the Owner upon execution of this Agreement

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice and supporting documentation.

(Insert rate of monthly or annual interest agreed upon.)

Not Applicable %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be submitted by Architect with its invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 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.)

E203 Not Applicable

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- A. The City’s RFP No. 2024.0008, and addenda thereto;
- B. The Architect’s Written and Fee Proposal;
- B-1. The Architect’s Approved Certificate of Insurance; and
- C. The AIA A201 General Conditions for Construction as Modified by the Owner, wherein the term "Contractor" shall mean the Construction Manager.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Init.

Approved as to From by

Chris Dellaselva, Assistant Corporation Counsel

Date:

Approved as to Insurance by

David Villalva, Risk Manager

Date:



Additions and Deletions Report for **AIA® Document B101® – 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 09:22:25 ET on 11/12/2023.

PAGE 1

The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904

...

Roxbury K-8 Construction Project
715 West Hill Road
Stamford, CT
State Project #135-281N

PAGE 2

See documents listed in § 13.2, below

...

See documents listed in § 13.2, below

...

The Construction Budget for the new school, associate site work, utilities, field reconstruction, and abatement and demolition of the existing school is \$73,084,552, inclusive of escalation costs. The Furniture, Fixtures and Equipment Budget is \$3,410,625

...

PAGE 3

See documents list in § 13.2, below

...

The Construction Delivery method shall be assumed to be a Design-Bid-Build utilizing a Construction Manager with a Guaranteed Maximum Price (GMP) proposal (AIA A133).

...

The project shall be a US Building Council (USGBC) registered LEED Silver Certified building to meet the requirements per city ordinance and conform to Connecticut High Performance Building Standards as required by Connecticut General Statutes.

...

The City of Stamford Director of Operations or their designee.

...

To Be Determined (Owner’s Representative)

...

~~.1 Geotechnical Engineer:~~

Surveyor:

...

~~.2 Civil Engineer:~~

PAGE 4

~~.2 Mechanical/Electrical/Fire Protection Engineer:~~

...

~~.3 Audio/Visual Engineer:~~

~~.4 Civil Engineer:~~

~~.2 Mechanical~~

~~.5 Geotechnical Engineer:~~

~~.6 Acoustical Engineer:~~

~~.7 Landscape Architect:~~

~~.3 Electrical Engineer:~~ ~~8 Athletic Field Designer:~~

~~.9 Food Service/Kitchen Equipment Vendor:~~

~~.10 Telecommunication System Engineer:~~

~~.11 Interior Designer (if not the architect):~~

See documents list in § 13.2, below

...

§ 1.3 ~~The If applicable, the parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

§ 2.2 ~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided skill, care and duty ordinarily provided and owing to owners by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be responsible, at its own expense, for all drawings, specifications, sketches, site visits, shop drawing/submittal reviews and any other services required to respond to or resolve issues with or changes to the bid/Contract Documents caused by the Architect's negligent errors or omissions.~~

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 ~~Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

§ 2.5.2 ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 ~~Workers' Compensation at statutory limits.~~

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 2.5.7 ~~Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.5 The Architect shall indemnify, hold harmless and, at the Owner's option, defend the Owner, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Architect, or loss of or damage to property, resulting directly or indirectly from the Architect's negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Architect, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

§ 2.6 The Architect shall maintain insurance until termination of this Agreement pursuant to the Architect's Approved Certificate of Insurance, attached hereto as Exhibit B-1. If any of the requirements set forth therein are in addition to the types and limits the Architect normally maintains, the Owner shall not be required to pay the Architect as set forth in Section 11.9.

§ 2.6.1 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering design services shall include, but are not limited to, normal structural, mechanical and electrical engineering services. The intent of this agreement is to contain full design services for the Project. Therefore, under this Article and all articles under this Agreement, the Architect shall provide all required services necessary in formulating the design and bidding documents for the project including civil engineering, lighting design, technology, telecommunications systems design, AV system design, landscape design, interior design, acoustical design and/or specialty building design consultation as necessary. If the Architect's in-house personnel do not possess expertise and significant experience in these design disciplines, the Architect shall engage consultants with the required expertise within basic services. Section 3.1 identifies the exact services to be included as part of design services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

§ 3.1.0 Prior to execution of any subconsultant agreement, the Architect shall submit to the Owner a list of all proposed subconsultants, together with the proposed scope of services for each, in order to establish to the Owner's reasonable satisfaction that all aspects of the Project will be designed and managed by qualified professionals. The Architect shall not enter into any subconsultant agreement to which the Owner has a reasonable objection. Subconsultants shall be those named in Sections 1.1.9.1 and 1.1.9.2 and shall not be changed prior to completion of the Project without written consent of the Owner, which shall not be unreasonably withheld.

§ 3.1.0.1 During the design of the Project, the Architect and its consultants shall visit the Project site as required to obtain available record drawings, investigate the existing buildings and site to understand the project issues and record local and existing conditions. If additional measured drawings are required beyond what is available from the Owner's records, the Architect shall develop those drawings as part of Basic Services.

...

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by consultants retained directly by the Owner and shall coordinate the work of such consultants with the Architect's work so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The

schedule shall include allowances for periods of time required for the Owner's review, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written ~~approval~~approval, which shall not be unreasonably withheld.

§ 3.1.5 The Architect ~~shall~~shall, when appropriate, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations and shall assist the Owner in obtaining required written approval of all governmental authorities having jurisdiction over the Project. Review or approval of the Architect's documents by the Owner shall not relieve the Architect of any obligation for such compliance or for assistance in obtaining governmental approval by a governmental authority. The Architect shall respond to applicable design requirements imposed by those authorities and entities and entities providing utility services and incorporate said requirements into the Contract Documents..

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, and by preparing documents for and attending meetings with governmental authorities having jurisdiction over the design and construction approval of the Project. This includes, but is not limited to, completing building code reviews and satisfying requirements of local or regional planning and zoning boards, fire marshals, and state and municipal authorities. It also includes attending all meetings and preparing all required documentation required by the State of Connecticut Department of Administrative Services, Office of School Construction Grants and Review.

PAGE 7

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. In preparation for, and in conjunction with, the Schematic Design Phase, the Architect shall also modify the provided program information into a formalized concise program document which includes, at a minimum, the following for Owner approval:

1. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
2. Documentation of required program space relationships.
3. Listing of special needs for each programmed space.
4. Target net square foot to gross square foot efficiency ratio.
5. Special building characteristics and requirements which should be included in design and construction parameters of the Project.

The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.2.1 The Architect shall advise the Owner of a need for tests, analyses, studies, reports, documentation of existing conditions or consultants' services not previously provided for in this Agreement.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the ~~Project.~~Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

PAGE 8

§ 3.2.5.0.1 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Schematic Design Phase submittal and shall secure Owner's final written approval of such submittal. Schematic Design Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

...

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.5.3 Schematic Design documentation shall also include, but not be limited to, the following:

- .1 An evaluation of HVAC systems including a narrative and drawings of at least three alternative system strategies delineating advantages, disadvantages, flow diagrams, approximate loads, sizing and capacity information, and relative order of magnitude costs for operation and installation.
- .2 A written description, flow diagrams, and design loads of the preferred mechanical and electrical systems for the Project. After review and approval by the Owner, these documents will serve as the "Basis of Design" for the mechanical and electrical systems of the Project.
- .3 Schematic Design documentation shall include drawings and/or narrative description of and performance criteria for all principal construction materials and systems proposed for the Project, including exterior and interior building materials and finishes; structural systems; plumbing and piping systems and fixtures, HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant building or site components as required to complete a detailed construction cost estimate for the full scope of the Project.
- .4 Tabular comparisons of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 3.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Schematic Design Documents unless and until all of the following conditions have been met:

1. The Schematic Design Documents have been completed;
2. The Owner has completed an estimate of construction costs based upon the Schematic Design Documents;
3. The Architect has completed an estimate of construction costs based on the Schematic Design Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Schematic Design Documents;
7. The Architect has modified the Schematic Design Documents to conform with the budget reconciliation and the Owner's review comments. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

other appropriate elements—elements as set forth in the documents listed in § 13.2, below. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

PAGE 9

§ 3.3.4 Design Development documentation shall also include, but not be limited to, the following:

1. The "Basis of Design" for the mechanical systems approved in Schematic Design shall be expanded in the Design Development Phase to report detailed engineering assumptions and results of calculations. Detailed engineering criteria such as indoor design temperatures and humidity levels, room and building occupancy numbers, climatic design values, hydronic distribution temperatures, peak loads, relative seasonal dates, design values for lighting, and domestic hot water temperatures are some of the information that must be recorded by the design engineer and submitted to the Owner for review and approval. The HVAC Designer shall prepare, for review and approval by the Owner, a spreadsheet that lists all rooms and spaces in the project and their respective design criteria such as heating and cooling loads, ventilation requirements, and discharge air velocities. HVAC design will include an energy modeling computer program and a printout report shall be provided to the Owner. The energy modeling computer program will be a program accepted by the USGBC LEED Certification process. Mechanical systems documentation shall include equipment schedules, general diagrammatic layout of ductwork and piping, typical details, riser diagrams for all systems, control diagrams showing sequence of operation;
2. Electrical systems documentation shall include riser diagrams for power, telephone, data, and emergency power systems as well as electrical equipment and lighting schedules;
3. Tabular comparison of all room areas as programmed, as shown in the Schematic Design submittal, and as shown in the Design Development submittal;
4. Comprehensive synopsis of regulatory requirements for the project, identifying salient design criteria and requirements of all applicable codes, laws and regulations.

§ 3.3.5 The Architect shall advise the Owner of any adjustments to the Design which affect the Schematic Estimate of Construction Cost.

§ 3.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner, an estimate of construction costs with supporting data. The Estimate shall be in the Construction Specification Institute's (CSI's) 16 Division format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Design Development Documents unless and until all of the following conditions have been met:

1. The Design Development Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the Design Development Documents;
3. The Architect has completed the estimate of construction costs based on the Design Development Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the Design Development Documents;
7. The Architect has modified the Design Development Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 3.3.7 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's Design Development Phase submittal and shall secure Owner's final written approval of such submittal. Design Development Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 3.4.1.1 The Architect shall advise the Owner of any adjustments to the Design which affect the Design Development Estimate of Construction Cost.

§ 3.4.1.2 When Construction Documents are approximately 90% complete; the Architect shall prepare a detailed estimate of construction costs with supporting data for review by the Owner. The Owner is not required to approve the Construction Documents unless and until all of the following conditions have been met:

1. The Construction Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the 90% complete Construction Documents;
3. The Architect has completed the estimate of construction costs based upon the 90% completed Construction Documents;
4. The construction cost estimates of the Owner and the Architect have been reconciled;
5. The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner has reviewed the 100% complete Construction Documents;
7. The Architect has modified the Construction Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraint.
8. A final tabular comparison of all room areas as programmed, and as shown on Design Development submittal.

§ 3.4.1.3 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner regarding the Architect's ninety percent (90%) completion of the Construction Documents submittal and shall secure Owner's final written approval of such submittal. Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, the AIA Document A201-2017, modified, and may include bidding requirements and sample forms. No provision of these General Conditions shall be deleted, changed or contravened by any other provision of the Construction Documents without the Owner's express written consent. Construction drawings and specifications or other Construction Documents or contract documents submitted by the Architect to the Owner for approval or to any contractor's bidding or negotiating shall be complete and unambiguous. The Architect shall exercise usual and customary professional care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) ~~confirming responsiveness of bids or proposals;~~ (3) ~~determining the successful bid or proposal;~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents, requirements,~~ proposed Contract Documents, and any other documents/requirements deemed necessary or appropriate by the Owner.

§ 3.5.2.2 The Architect shall assist the ~~Owner~~ Owner, at the Owner's request, in bidding the Project by:

...

- .3 preparing responses to questions from prospective bidders and providing ~~clarifications~~ clarifications; and interpretations of the Bidding Documents to the prospective bidders in the form of ~~addenda;~~ and addenda.
- .4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ participate in pre-award conference with bidders, if requested.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall,~~ as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~
- .3 ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- .4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended by Owner and attached hereto as Exhibit C. If the Owner and Contractor modify AIA Document ~~A201–2017, A201–2017~~ after the date of this Agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner in writing of any known deviations from the intent of Contract Documents, and schedule deviations from the most recent Construction Schedule submitted by the Contractor.

~~§ 3.6.1.3~~ Subject to ~~Section Sections 4.1 and 4.2~~ and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment. Payment, provided all requirements have been met by the Contractor.~~

PAGE 12

~~§ 3.6.2.1~~ The ~~Architect~~ Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3, to become generally familiar with~~, but not less than every one (1) week or as otherwise agreed by the Owner and the Architect, to become generally familiar with and observe all reasonably apparent conditions at the site, 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. The Architect shall review placement and inspect for damage, quality, assembly, and function in order to determine that furniture, fixtures and equipment (FF&E) are in accordance with the requirements of the Contract Documents to the extent the Architect provided services for specifying, selecting, or procuring this FF&E as part of this Agreement. The Architect is responsible for coordinating all FF&E vendor deliveries and managing the deliveries on site to ensure all furniture, fixture and equipment is properly installed. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (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. Work and shall prepare and submit notes from job site observations to the Owner within seven (7) calendar days after each site visit. The Architect shall schedule, attend and chair, at the request of the Owner, all job meetings, and pre-construction meetings. Job meetings shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Architect, Owner and Contractor. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Contractor, Owner's Representative, consultants and others as appropriate not later than seven (7) calendar days after the meeting unless mutually agreed otherwise by the Owner and Architect. The Architect shall secure the attendance at job meetings of Architect's subconsultants and others as appropriate and as reasonably requested by the Owner.

~~§ 3.6.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract ~~Documents. Documents~~ and shall immediately repost such rejection and the reason for the rejection in writing to the Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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.

~~§ 3.6.2.2.1~~ Throughout the Project, the Architect shall monitor the development of the "red lined" as-built documentation prepared by the Contractor. The "red lined" documents shall be maintained by the Contractor at the Project site. The Architect will notify the Contractor and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Contractor shall provide this documentation to the Architect for the development of a record set of drawings as required in Section 2.

~~§ 3.6.2.3~~ The Architect shall interpret and ~~decide~~ advise on matters concerning performance under, and requirements of, the Contract Documents on written (email acceptable) request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.6.2.4~~ Interpretations ~~and decisions~~ of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations ~~and decisions~~, the Architect shall endeavor to secure faithful performance by ~~both Owner and the Contractor~~, shall not show partiality to ~~either~~, either the Owner or Contractor, and shall not be liable for results of interpretations ~~or decisions~~ rendered in good faith. The Architect's ~~decisions~~ interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, ~~the Architect shall render initial decisions as amended by Owner and attached hereto as Exhibit C,~~ the Architect shall render initial interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

PAGE 13

§ 3.6.3.2 The issuance of a Certificate for Payment shall ~~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) and quantity of the Work,~~ that the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, but shall not be a representation that the Architect (1) reviewed construction means, methods, techniques, sequences or procedures, (3) (2) 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) (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§ 3.6.4.2 The Architect shall 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 actions shall be taken with such reasonable promptness not to exceed (fourteen) 14 calendar days unless mutually agreed otherwise. Review of such submittals is not for the purpose of determining the accuracy and completeness of ~~other information such as dimensions, quantities, or other details not within the intended scope of submittal,~~ and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions ~~or or, unless otherwise provided in the Contract Documents,~~ 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. Substitutions of materials or components of work proposed by the Contractor during construction shall be considered, evaluated, documented and incorporated into the Construction Documents by the Architect within design services if the proposed substitution is mutually determined by the Architect and Owner to increase the value of the Project or the change is done to meet the Owner’s budget.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Contractor through the Contract Documents unless specifically approved by the Owner.

§ 3.6.4.3.1 The Architect shall provide to the Contractor a base set of contract drawings in electronic format for their use in the preparation of coordination drawings and submittals. This service shall be provided by the Architect at no additional cost to the Owner or Contractor.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within ~~any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the~~ ten (10) calendar days. The Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 14

§ 3.6.5.1 The Architect may ~~order~~ authorize 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.

Subject to Section 4.2, the ~~The~~ Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.1.1 NOT USED

§ 3.6.5.1.2 NOT USED

§ 3.6.5.1.3 The Architect shall revise Contract Documents, prepare supplementary documents including drawings, specifications or other written instructions as reasonably necessary to establish the appropriateness of, and to implement the Work incorporated in the Contract by Change Orders or Change Directives. The cost of such services by the Architect shall be included in Architect's Basic Services including changes requested in writing by the Owner, if the cost of the requested changes is within the owner contingency as delineated in Sections 5.1.3 and 5.1.4. Although these contingency funds are not within the Project Control Budget, the Architect shall be responsible for the review and issuance of Change Orders as described. Owner requested changes that exceed these contingency amounts shall be considered Changes in Services and compensated as provided in Section 4.2 unless required due to error or omission of the Architect.

...

- .3** review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue/certify a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the ~~Owner-Contractor~~ and/or the Owner, at the Owner's discretion, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall provide comprehensive documentation of Work not in conformance with Contract Documents (punch list) for the Owner's and Contractor's review. This comprehensive list shall be inclusive of all architectural, mechanical and electrical disciplines. Prior to the issuance of final Certificate for Payment the Architect will reinspect to verify conformance with the Contact Documents.

§ 3.6.6.2.1 The Architect shall, within thirty (30) calendar days after issuance of the final Certificate for Payment, prepare and deliver to the Owner a complete set of all original Contract Drawings modified to incorporate all changes directed by "SK" and other supplementary instructions prepared by the Architect or the Architect's Consultants and issued after execution of the Construction Contract, all changes in the Work, including detail and dimensional changes and the final locations of all plumbing, storm drainage, fire protection, mechanical and electrical lines, outlets, manholes, etc. both inside and outside the building, as recorded on the Contractor's "red-line" documents, and any other changes of which the Architect may be aware. These modified documents shall be dated and labeled "Record Documents," and the Architect shall provide the Owner with one complete full-size set of documents and, in addition, one electronic copy using the latest version of AutoCAD, an AutoCAD-compatible DWG format, or other format approved in advance by the Owner.

PAGE 15

§ 3.6.6.4 The Architect shall review and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

...

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 Warranty Period Services

The Architect shall assist as reasonably requested by the Owner during the warranty period set forth in the Contract Documents in identifying defects in the Project and in determining and implementing appropriate corrective measures in accordance with the requirements of the Construction Contract. Approximately one month before expiration of the

Contractor's warranty period, the Architect shall conduct an inspection of the Project together with the Owner's representatives and shall report in writing any observed discrepancies under warranties or guarantees required by the Contract Documents.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 ~~The~~ Unless included as Basic Services in the documents listed in §13.2, below, or listed below as a Basic Service, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.1 Programming | <u>Architect Basic Service</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Architect Basic Service</u> |
| § 4.1.1.3 Measured drawings | <u>Architect Basic Service</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Architect Basic Service</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Architect Basic Service</u> |
| § 4.1.1.6 Building Information Model management responsibilities (BIM Level 300 Minimum) | <u>Architect Basic Service</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Architect Basic Service</u> |
| § 4.1.1.8 Civil engineering | <u>Architect Basic Service</u> |
| § 4.1.1.9 Landscape design | <u>Architect Basic Service</u> |
| § 4.1.1.10 Architectural interior design | <u>Architect Basic Service</u> |
| § 4.1.1.11 Value analysis | <u>Architect Basic Service</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Architect Basic Service</u> |
| § 4.1.1.13 On-site project representation | <u>Architect Basic Service</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Architect Basic Service</u> |
| § 4.1.1.15 As-designed record drawings | <u>Architect Basic Service</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Contractor</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Architect Basic Service</u> |

PAGE 16

| | |
|--|--------------------------------|
| § 4.1.1.20 Architect's coordination of the Owner's consultants | <u>Architect Basic Service</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Architect Basic Service</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Architect Basic Service</u> |

...

| | |
|---|---|
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | <u>Architect Basic Service – USGBC Registered LEED Silver Minimum and State of CT High Performance Building Standards</u> |
|---|---|

...

| | |
|---|--|
| § 4.1.1.26 Multiple bid packages | <u>Architect Basic Service – Multiple phase approvals required by OSCGR</u> |
| ... | |
| § 4.1.1.28 Furniture, furnishings, and equipment design | <u>Architect Basic Service</u> |
| § 4.1.1.29 Other services provided by specialty Consultants | <u>Any specialty service necessary to meet the approved educational specifications</u> |
| § 4.1.1.30 Geotechnical Engineering | <u>Architect Basic Service</u> |
| § 4.1.1.30 Other Supplemental Services | |
| | |

PAGE 17

~~§ 4.1.3 If the Owner~~ The Owner has identified a Sustainable Objective in Article 1, ~~the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2, as meeting all criteria and a registration of USGBC LEED Certified Silver building and meeting all State of CT High Performance Building Design Criteria.~~

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. The Architect shall provide the Owner with a scope of work, time and fee proposal for Owner’s approval before providing any such services.

...

- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9~~ .7 Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ .9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s ~~notice~~ notice to the extent such services are not necessary due to the Architect’s negligent errors or omissions.

PAGE 18

- ~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

...

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- ~~()~~ visits One (1) visit every week to the site by the Architect during construction

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—Two (2)~~ inspections for any portion of the Work to determine final completion.

...

~~§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

...

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

...

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

~~§ 5.9 The-If not part of the Architect's Services, the~~ Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

PAGE 19

§ 5.16 The Architect's sole remedy for Owner delays shall be an extension of time to complete the work and the Architect hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.1.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for market condition adjustments at the time of bidding and for changes shall be included in the Cost of the Work.

§ 6.1.2 The Cost of the Work does not include the Owner Contingency which is to be spent if necessary during the construction phase of the Project. The Owner Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Total Construction line of the budget may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unforeseen conditions discovered during construction, errors and omissions or opportunities to improve the value of the Project through quality or other construction enhancements. See Article 6.1.6.

§ 6.1.3 Funds from the Owner Contingency cannot be committed or expended without the authorization of the Owner.

§ 6.1.4 Enhancements paid through the use of Owner Contingency funds that will be considered part of the Architect's Basic Services include those enhancements approved by the Owner that are identified and designed during the design phases of the project. Other enhancements within Basic Services identified after the completion of the design phases must meet the following criteria to be considered within the Architect's Basic Services:

1. The enhancement does not involve the expansion of the Owner's Program as established in the Design Phases.
2. The enhancement does not involve additional design, evaluation, or documentation by the Architect other than change order preparation and processing.

The Architect's services required for enhancements made to the project in the Construction Phase and paid through the use of Owner Contingency funds not meeting the above criteria will be compensated as a change in service as described in 4.2 and 11.2.

§ 6.1.5 The Architect shall prepare three estimates of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect ~~cannot and does not warrant or represent that bids or negotiated prices will not vary from warrants and represents that bids will not exceed the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or~~ evaluation, prepared or agreed to by the ~~Architect~~ Architect, by more than fifteen percent (15%).

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service estimate as a Basic Service.

§ 6.4 ~~If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's~~ If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work ~~shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~ Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments; ~~the~~ the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, or less than eighty percent (80%) of the Project Control budget, the Owner shall

- .1 give written approval of an increase or decrease in the budget for the Cost of the Work. If the budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of project scope has occurred, then the Architect will not be compensated as additional services for this supplemental budget funding;

- .2 rebid the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work. Cooperate in revising the Project scope and quality as required to reduce or increase the Cost of the Work to be within the maximum budget constraints of the Project Control Budget but not less than eighty percent (80%) of the Project Control Budget. The redesign must then be mutually agreed upon by the Owner and Architect; or,
- .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the Services, or the budget as adjusted under Section 6.5.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- Work by fifteen percent (15%) or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.6.1 The Owner's Representative will compare and analyze the Reconciled Cost Estimates (required in Article 2.4) and the Construction Budget. If the Reconciled Cost Estimates exceed the Construction Budget, the Architect shall advise the Owner on ways to revise the Project so its cost is within the Construction Budget. The Architect shall recommend options for cost reduction for the Owner's approval.

PAGE 21

§ 7.3 The Architect grants to the Owner a ~~nonexclusive~~ nonexclusive, irrevocable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, Service, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize ~~the~~ Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce ~~applicable portions of and use~~ the Instruments of Service, subject to any protocols established pursuant to Section 1.3, ~~solely and exclusively for use in performing services or construction for the Project.~~ 1.3 for any purpose whatsoever. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is terminated by the Owner for any cause other than default by the Owner of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the

Project. In the case where the parties are engaged in a good faith dispute, the Owner will retain the aforementioned nonexclusive license until or unless the Owner is deemed to be in default.

PAGE 22

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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. law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 23

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 24

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant agreements.

...

Not applicable.

...

No Additional Charge.

...

§ 10.1 This Agreement 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 8.3.

The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Consultant hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended by Owner and attached hereto as Exhibit C.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment, other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution.~~ The Architect shall not be required to execute certificates ~~or consents~~ that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this ~~Agreement~~ Agreement or the documents listed in § 13.2, below, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

PAGE 25

§ ~~10.9~~ The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 During the term of this Agreement, including any extensions, the Architect 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 Architect shall include its members, officers, directors, employees, and owners of more than 5% equity in the Architect.

§ 10.10 The Architect is prohibited from using its status as a consultant to the Owner to derive any interest(s) or benefit(s) from other individuals or organizations, and, therefore, shall comply with all the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances.

§ 10.11 Neither the Architect, the Architect's Representatives or the Architect's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the Owner. If the Architect, the Architect's Representative or the Architect's key personnel is accused of any act

involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the Owner or the Architect is accused of performing or committing any act which could adversely impact the Architect's events, programs, services, or reputation, the Owner shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Architect may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the Owner at its sole discretion.

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

§ 10.13 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.14 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

PAGE 26

INCLUDED AS BASIC SERVICE

...

As mutually agreed to in writing by the Owner and where appropriate utilizing the architect's hourly rates submitted with their proposal.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one percent (1%), or as follows:

PAGE 27

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

...

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

...

- .4 Printing, reproductions, plots, and standard form ~~documents;~~documents as requested by the Owner or as required for submission to governing bodies and agencies and bidding purposes. Charges for the Architect's internal printing, reproductions, plots and other documents is not permitted;
- .5 Postage, handling, and ~~delivery;~~delivery of Instruments of Service;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested and authorized in advance as an additional service by the Owner or required for the Project;
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

...

- .12 ~~Other similar Project-related expenditures.~~ direct Project-related expenditures, if authorized by the Owner.

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (—%) of the expenses incurred.~~

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall not be required to pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

...

Not applicable.

...

~~§ 11.10.1.1 An initial payment of (\$ —) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. No initial payment shall be made by the Owner upon execution of this Agreement~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice and supporting documentation. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

PAGE 28

Not Applicable %

...

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, submitted by Architect with its invoice.

...

E203 Not Applicable

...

[] Other Exhibits incorporated into this Agreement:

...

- A. The City's RFP No. 2024.0008, and addenda thereto;
- B. The Architect's Written and Fee Proposal;
- B-1. The Architect's Approved Certificate of Insurance; and
- C. The AIA A201 General Conditions for Construction as Modified by the Owner, wherein the term "Contractor" shall mean the Construction Manager.

...

_____, Mayor

...

Approved as to From by

Chris Dellaselva, Assistant Corporation Counsel

Date: _____

Approved as to Insurance by

David Villalva, Risk Manager

Date: _____

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 09:22:25 ET on 11/12/2023 under Order No. 4104239631 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, 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)

Roxbury K-8 Construction Project
715 West Hill Road
Stamford, CT
State Project #135-281N

THE OWNER:
(Name, legal status and address)

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

| | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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.

User Notes:

(1346449451)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

/

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, **11.2**

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY **10**

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS **5**

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, **11.3**

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

**TERMINATION OR SUSPENSION OF THE
CONTRACT**

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME
8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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 Parties to the Agreement have agreed that there shall be no Initial Decision Maker. Instead, the Architect shall render initial interpretations. Therefore, all references in the Agreement and these General Conditions to the Initial Decision Maker shall mean the Architect and all references in the Agreement and these General Conditions to a "decision" by the Initial Decision Maker shall mean an "interpretation."

§ 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 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.

§ 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,

Init.

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 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; or (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.

§ 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

Init.

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.

§ 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.

§ 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.

§ 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.

Init.

§ 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

Init.

/

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.

§ 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.

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

Init.

/

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.

§ 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.

§ 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

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 13:46:32 ET on 11/08/2023.

PAGE 1

Roxbury K-8 Construction Project
715 West Hill Road
Stamford, CT
State Project #135-281N

...

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

PAGE 9

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.

...

~~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. Parties to the Agreement have agreed that there shall be no Initial Decision Maker. Instead, the Architect shall render initial interpretations. Therefore, all references in the Agreement and these General Conditions to the Initial Decision Maker shall mean the Architect and all references in the Agreement and these General Conditions to a "decision" by the Initial Decision Maker shall mean an "interpretation."~~

§ 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.

PAGE 10

§ 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.

...

§ 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.

PAGE 11

§ 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.~~

PAGE 12

§ 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.

PAGE 13

§ 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 fo rhte 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.

...

§ 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.

PAGE 14

§ 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.

PAGE 15

§ 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 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.

...

§ 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 Contact 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.

PAGE 16

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.

...

§ 3.7.1 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.

...

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 ~~14~~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~~.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.

PAGE 17

§ 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.

PAGE 18

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.

...

§ 3.12.5 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.

PAGE 19

§ 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.

~~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.

...

§ 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.

§ 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.

...

§ 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.

PAGE 22

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.

PAGE 23

§ 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 (1) 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.~~

...

§ 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.

PAGE 24

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.

...

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.

...

§ 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.

PAGE 25

§ 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]

...

§ 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.

PAGE 26

§ 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.

PAGE 28

.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.

...

§ 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.

PAGE 29

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.

...

§ 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.

PAGE 30

§ 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.

...

§ 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 Contractors 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.

...

~~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.~~

...

§ 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.

PAGE 31

~~§ 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.

PAGE 32

§ 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

PAGE 33

- .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;øø

- ~~.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.

PAGE 34

~~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.

PAGE 35

§ 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.

PAGE 36

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.

PAGE 37

§ 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 Contactor 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 in writing. If the Contactor 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.~~

PAGE 38

§ 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.

PAGE 39

§ 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.

PAGE 43

§ 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.

PAGE 44

§ 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]

PAGE 45

§ 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.

PAGE 46

§ 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:

PAGE 47

- ~~.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.~~

§ 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.

PAGE 49

§ 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 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]~~

PAGE 50

§ 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.

PAGE 51

§ 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 13:46:32 ET on 11/08/2023 under Order No. 4104239631 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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:

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.

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

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: _____

Unique Entity ID: _____ 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 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 one 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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ | <input type="checkbox"/> Partnership | | <input type="checkbox"/> Trust/estate |
| | Note: 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 not 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. | | | |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | | | |
| 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.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

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.

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.

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> |
|--|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

| | |
|---|--|
| <p>Company Name: Street Address: City & 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 & 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) |
|-------------|---------|---------------|-------------|

REQUEST FOR PROPOSAL
Professional Architectural and Engineering (A/E) Services
For
New Roxbury K-8 School
At 751 Westhill Road
Stamford Connecticut

State Project No. 135-281N

Table of Contents

1.0 GENERAL INFORMATION

1.1 Introduction and Project Summary

2.0 PROJECT SCOPE

2.1 Estimated Project Timeline

2.2 Estimated Project Budget

3.0 INSTRUCTIONS TO PROPOSER

3.1 Cover Letter

3.2 Proposal Response

3.3 Fee

4.0 PROPOSAL EVALUATION

4.1 Process

4.2 Evaluation Criteria

Appendix A – Fee Proposal

Appendix B – Grant Application

Appendix C – Site Survey

1.0 GENERAL INFORMATION

1.1 Introduction and Project Summary

This Request for Proposals (RFP) was prepared to solicit responses from experienced and responsible firms to provide Architectural/Engineering services for the New Roxbury K-8 School, located at 751 Westhill Road, Stamford, CT, 06902, State Project No. 135-281N. The property is approximately 13.73 acres sloping gently downward from the west side of the property toward the east property line with landscaping consisting of trees, shrubs, grasses and play areas covered with a wood chip surface. The words "architect", "A/E team", and "proposer" are used interchangeably in this RFP.

2.0 PROJECT SCOPE

The project scope and deliverables includes all items listed in RFQ 2024.00008. The City has received a grant commitment from the State of Connecticut for Project costs at \$86 M and submitted an SCG-049-R approved June 2023. The building area shall be designed to the maximum size as permitted by the grant and shall not exceed the size to impact reimbursement.

2.1 Estimated Project Timeline

The proposed work consists of a new (K-8) school building, demolition of existing structures post occupancy, site work including all required environmental remediation, new fields and play spaces, parking, and pedestrian circulation. The final plans and specifications must meet the needs and requirements of the City of Stamford, Board of Education, and obtain approval of the Connecticut Office of School Facilities. It is the intent and schedule of the Board of Education to occupy the new school by or before **August 2027**.

2.2 Estimate Project Budget

See Appendix A Fee Sheet and Appendix D Grant Application.

3.0 INSTRUCTIONS TO PROPOSER

3.1 Cover Letter

The cover letter should include the following:

- The Proposer corporation's name and address
- Name Title and contact information of the individual who is authorized to commit the company to this contract.
- Contact information of the individual who the City of Stamford should contact regarding questions and clarifications.
- Any modifications proposed to information submitted in the cover letter provided in RFQ 2024.00008.

3.2 Proposal Response

The response shall not be a duplicate of the RFQ but it to assist the Selection Committee in the selection of the most qualified team.

- Each team member's proposed dedicated time allocation for each phase of the project.
- Specific to the Project a proposed mechanical systems approach to reduce EUI, considers timing i.e. lead times and availability, and identifies any perceived challenges or advantages.
- Stormwater Management approach and identified challenges specific to the Project Site.
- Staging and experience in campus planning recognizing the adjacency to the construction of Westhill High School, how the project team will coordinate its work and decisions in the context of the discussions occurring in.
- Approach to coordination with the Westhill Highschool Design, Construction, or Owners Representative Team.
- Advantages or disadvantages to leasing or acquisition of land near the project site.
- Exceptions to the proposed contract.
- Massing diagrams and visuals specific to the design teams' approach to the site.

3.3 Fee

Complete Appendix A and upload separately.

4.0 PROPOSAL EVALUATION

4.1 Process

This is a two-part process. The City of Stamford issued RFQ 2024.0008, the Selection Committee then reviewed the qualifications of the proposers based on documentation submitted and follow-up interviews. This RFP has been issued to no more than four firms in accordance with Connecticut General Statutes. The Selection Committee will hold interviews on or around the week of December 4th, 2023 and shall review and evaluate the responses (considering the criteria and process established in CGS Sec.10-287(b)(2) and Sec. 23-18.1.B1 of City Ordinance No. 865 as amended, using the Quality Based Selection as a final selection to determine the highest qualified firm.

The evaluation will include consideration of the proposer's approach to the work required for the contract, the documented contract oversight capabilities. experience with work of similar size and scope including experience with the CT Office of School Facilities (DAS OSCG&R), ability to phase and coordinate projects on the same site, organizational and team structure, past performance data including not limited to, adherence to project schedules, project budgets, and number of change orders for projects.

4.2 Categories

SPS and the City of Stamford will evaluate the proposals on the following basis:

4.2.1 Corporate experience and capacity

Corporate experience will be evaluated based upon organizational composition which may include but is not limited to past project experience, sustainable and inclusion initiatives, and overall corporate capacity. Project experience will be evaluated based upon the quality and implementation of similar work.

4.2.2 Committed staff, management plan, and approach to the work.

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 as it applied to the work.

4.2.3 Financial Proposal & Fee

Based on the proposed fee. The City reserves the right to request additional documentation to demonstrate that the proposer is financially capable of meeting all the terms of this RFP. If selected, your firm will be required to meet the insurance requirements stipulated in Appendix B.

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Architectural/Engineering Services
For New Roxbury K-8 School
At 134 Roxbury Road, Stamford
State Project No. 23DASY135281N0623

The Consultant is 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 \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate 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) Coverage for Independent Contractors;
 - (f) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds;
 - (g) 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. Insurance

coverage should extend to any subcontracted work or services. The minimum limit of liability shall be \$10,000,000 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 renew 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | |
|---|---|------------------------------------|
| PRODUCER ABC Insurance Co. 123 Main Street City, State Zip | CONTACT NAME: Insurance Broker PHONE (A/C, No, Ext): 888-888-8888 E-MAIL ADDRESS: broker@insurance.com | FAX (A/C, No): 555-555-5555 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Sample Company 456 Sample Company City, State Zip | INSURER A: Insurance Co. 1 | NAIC # 11111 |
| | INSURER B: Insurance Co. 2 | 11112 |
| | INSURER C: Insurance Co. 3 | 11113 |
| | INSURER D: Insurance Co. 4 | 11114 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------------|--------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,000 |
| | <input checked="" type="checkbox"/> Independent Contractors | X | X | | | | MED EXP (Any one person) \$ XXX,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> | | | | | | \$ |
| | <input type="checkbox"/> | | | | | | \$ |
| C | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N | N / A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Professional Liability/E&O | | X | 45678910 | 01/01/2023 | 12/31/2023 | Occur & Agg \$10,000,000 |

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

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 hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford, Board of Education and their employees, agents and officers.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Stamford 888 Washington Boulevard Stamford, CT 06901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.

Appendix A

Must be submitted separate from the proposal response.

Fee Proposal Form: New Roxbury (K-8) School - Project # 135-281N

Please complete your fee in yellow highlighted cells below.

| Phase | Estimated Construction Cost | Fee (\$) Lump Sum amount | Notes |
|--|-----------------------------|--------------------------|----------------------------|
| Construction Control Budget -Includes Items I, II, III below | \$76,495,177 | NA | See Note 1 |
| I) Design and Construction of New School & Logistics Plan(s) | | | |
| Concept Design - Program Confirmation/Building Massing/Conceptual Site Design | NA | | |
| Schematic Design (based on concept plan selected) -Includes Estimate Development, Estimate Reconciliation and VE/VM | NA | | |
| Geotechnical Borings and Analysis | NA | | See Note 5 |
| Environmental Testing & Analysis | NA | | See Note 7 |
| Design Development -Includes Estimate Development, Estimate Reconciliation and VE/VM | NA | | See Note 7 |
| Construction Document/Bidding -Includes Estimate Development, Estimate Reconciliation and VE/VM | NA | | See Note 7 |
| Construction Administration | NA | | See Note 7 |
| FF&E (FF&E Budget of \$3,410,625.00) | NA | | See Note 6 |
| Added Fee for integrated Net Zero Design | NA | | See Note 3 and 9 |
| Reimbursable (not to exceed) | NA | | |
| Physical Model of proposed building and grounds | NA | | |
| SUB-TOTAL | | \$ - | Notes 2-5 Apply Throughout |
| II) Survey, Testing, and Design of HAZMAT Abatement & Demolition Plans for Existing Buildings | | | |
| Survey, Precon Testing, and Construction Documents for demolition of existing school buildings | NA | | See Note 7 |
| Construction Administration (coordination with Owner's Monitor) | NA | | See Note 7 |
| Reimbursable (not to exceed) | NA | | |
| SUB-TOTAL | | \$ - | Notes 2-5 Apply Throughout |
| III) Construction Bid Documents for Fields and Site | | | |
| Construction bid documents for fields and site work | NA | | See Note 7 |
| Construction Administration | NA | | See Note 7 |
| Reimbursable (not to exceed) | NA | | |
| SUB-TOTAL | | \$ - | Notes 2-5 Apply Throughout |
| TOTAL FEE | | \$ - | See Notes 1 to 9 |

Provide Project Team Hourly Rates As A Separate Attachment

Provide Monthly Rate for Building Construction Administration Services (if Schedule Requires Extension)

Provide Monthly Rate for HAZMAT Construction Administration Services (if Schedule Requires Extension)

Provide Monthly Rate for Field and Site Construction Administration Services (if Schedule Requires Extension)

| |
|--|
| |
| |
| |

Notes:

- 1) Proposer's Total Fee shall be a lump sum fee tied to the scope of work herein, not construction cost.
- 2) Fees are inclusive of any and all meetings required to meet project deliverables and provide proper owner updates, including, but not limited to, school building committee meetings, City boards and commissions, internal project team meetings, end user working meetings, city leadership meetings, AHJ and OSCGR meetings, utility grant meetings, commissioning/OPR meetings, and informal discussions as required.
- 3) Base fee is inclusive of management, coordination, associated reporting, meetings, and documentation required by the A/E team for a minimum USGBC registered Leed Silver Certified Building and fulfillment of design and documentation requirements of the State of CT High Performance Design.
- 3A) Site Survey provided by City
- 4) Consider ConnDOT Study. Proposer shall be responsible for full traffic design/studies/AHJ coordination as required.
- 5) Proposer shall provide a comprehensive soil testing program inclusive of all borings, test pits, and other criteria as required.

6) FFE services to be comprehensive, including design of new FFE, incorporation of existing FFE, bidding, procurement, installation coordination and field oversight, administration, and closeout.

7) Fee shall include developing a soil management plan, soils laboratory analysis, and remedial action plan for the movement and disposal of soil to and from the site by a licensed environmental planner in accordance with all CT regulations.

8) Fee is inclusive of all DAS/OSGR bid packages (main construction, FFE, playgrounds, IT/AV, Demo/Hazmat) that will need to be developed by the architect.

9) If the Architect and first-tier MEP consultant do not have the capability/experience to produce a low Energy Use Intensity (EUI) design or potentially achieve net-zero within the base fee, then please identify the breakout cost for a specialty sustainability consultant to assist the City should they

Signature:

E-Mail Address:

Company Name and Address:

RFP No. 2024.0191



Event Details

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|-------------------------|------|------|
| DASM1-SCP0000046 | Sell | RFx | 1 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | Finish Time | | |
| 07/01/2021 08:00:00 EDT | 06/30/2022 20:00:00 EDT | | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Event Description

This Priority Event for School Construction Priority Projects is open from July 1, 2021 to June 30, 2022.

General Comments

- Forms, templates, instructions and other informational material, are available on the OSCGR website at <https://portal.ct.gov/DAS/Office-of-School-Construction-Grants/Apply-for-School-Construction-Grants>. When you click Submit Bid, please call 860-713-6490 to confirm. If you make changes after submitting, please save again and click Submit Bid again. Please call our office to confirm. Please note the new attachment below for estimated project costs and financing.

General Questions

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|-------------------------------------|
| 1. Please select your Program Type, and attach the required SDE approvals for Specialty Programs (Magnet, Special Ed., Vo-Ag, etc.) | | | | |
| Options: | | | | Select One |
| Standard program | | | | <input checked="" type="checkbox"/> |
| Vocational Agricultural | | | | <input type="checkbox"/> |
| Special Education | | | | <input type="checkbox"/> |
| Board of Education | | | | <input type="checkbox"/> |
| Interdistrict Cooperative | | | | <input type="checkbox"/> |
| Interdistrict Magnet | | | | <input type="checkbox"/> |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

2. Please select your priority project types and/or bonuses.

| Options: | | Select All That Apply |
|---------------------------------------|--|-------------------------------------|
| Facility Purchase (PF) | | <input checked="" type="checkbox"/> |
| New Construction (N) | | <input type="checkbox"/> |
| Extension of Facility (E) | | <input type="checkbox"/> |
| Alteration of Existing Facility (A) | | <input type="checkbox"/> |
| Relocatable Classrooms (RE) | | <input type="checkbox"/> |
| Roof Replacement (RR) | | <input type="checkbox"/> |
| Energy Conservation (EC) | | <input type="checkbox"/> |
| Code Violation (CV) | | <input type="checkbox"/> |
| Site Acquisition (PS) | | <input type="checkbox"/> |
| Vo-Ag Equipment (VE) | | <input type="checkbox"/> |
| Renovation (RN) | | <input type="checkbox"/> |
| Indoor Air Quality (IAQ) | | <input type="checkbox"/> |
| Asbestos Abatement (AA) | | <input type="checkbox"/> |
| Contaminated Water (CW) | | <input type="checkbox"/> |
| Combined Extension Alteration (EA) | | <input type="checkbox"/> |
| Emergency Repair (EM) | | <input type="checkbox"/> |
| Fire Code (FC) | | <input type="checkbox"/> |
| Handicap Code (HC) | | <input type="checkbox"/> |
| Lead Abatement (LA) | | <input type="checkbox"/> |
| Outdoor Athletic Facilities (O) | | <input type="checkbox"/> |
| Oil Tank Replacement (OT) | | <input type="checkbox"/> |
| Purchase of a Facility and Site (P) | | <input type="checkbox"/> |
| Sewage Disposal (SD) | | <input type="checkbox"/> |



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASML-SCP0000046 | Sell | RFx | 2 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|-------------------------------------|
| Site Improvement (SI) | | | | <input type="checkbox"/> |
| Photovoltaic (PV) | | | | <input checked="" type="checkbox"/> |
| CHOICE bonus | | | | <input type="checkbox"/> |
| Full-Day Kindergarten or Reduced Size bonus | | | | <input checked="" type="checkbox"/> |
| Lighthouse School bonus | | | | <input type="checkbox"/> |
| School Readiness bonus | | | | <input type="checkbox"/> |

Required: Yes Mandatory Response: No

Response Comments

3. Has the town authorized a local resolution for the Superintendent to apply for a grant?

Options: Yes

Required: Yes Mandatory Response: No

Select One

Response Comments

4. What is the date that the Superintendent grant application resolution was passed?

06/06/2022

Required: Yes Mandatory Response: No

Response Comments

5. Has the town authorized a local resolution to establish a building committee?

Options: Yes

Required: Yes Mandatory Response: No

Select One

Response Comments

6. What is the date that the building committee resolution was passed?

06/06/2022

Required: Yes Mandatory Response: No

Response Comments

7. Has the town authorized a local resolution for the preparation of schematic drawings and outline specifications?

Options: Yes

Select One



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASM1-SCP0000046 | Sell | RFx | 3 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

X

Required: Yes Mandatory ResponseNo

Response Comments

8. What is the date that the preparation of schematic drawings and outline specifications resolution was passed?

06/06/2022

Required: Yes Mandatory ResponseNo

Response Comments

9. Please attach the certified town minutes authorizing the three resolutions.

Required: Yes Mandatory ResponseNo

**A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.**
Response Comments

10. What is the local funding authorization amount? Please attach the certified meeting minutes.

Total authorized amount is 86,...

Required: Yes Mandatory ResponseNo

Response Comments

11. What is the date of local funding authorization approval, or the date established for the local referendum? If holding a referendum, please attach the letter establishing the referendum and the accompanying minutes.

06/06/2022

Required: Yes Mandatory ResponseNo

Response Comments

12. Please attach the Educational Specifications.

Required: Yes Mandatory ResponseNo



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASM1-SCP0000046 | Sell | RFx | 4 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

**A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.**
Response Comments

13. What is the date the Board of Education approved the Educational Specifications? Please attach the BOE meeting minutes.

05/24/2022

Required: Yes Mandatory ResponseNo

Response Comments

14. Please select the type of school (if you are a Board of Education located within a school, select Elementary, Middle, or Secondary. If located outside the school, please select Standalone).

- Options:
- Elementary
 - Middle
 - Secondary
 - Board of Education - Standalone

Select One

| |
|---|
| X |
| |
| |
| |

Required: Yes Mandatory Response: No

Response Comments

15. Please attach the enrollment report.

Required: Yes Mandatory ResponseNo

**A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.**
Response Comments

16. Please attach the standards and guidelines compilation of space worksheet.

Required: Yes Mandatory ResponseNo

**A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.**



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASM1-SCP0000046 | Sell | RFx | 5 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Response Comments

17. Please re-select any applicable bonuses, and attach the required SDE approvals.

- Options:
- CHOICE bonus
 - Full-Day Kindergarten or Reduced Class Size bonus
 - Lighthouse School bonus
 - School Readiness bonus
 - N/A

Required: Yes Mandatory Response: No

Select All That Apply

| |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 6 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Line Details

Line: 1 **Item ID:** **UOM:** Each
Required: Yes **Reserve Price:** No

Description: Priority Application

| Question | UOM | Best | Worst | Response |
|------------------------|-----|------|-------|----------|
| What is your Bid Price | | | | 86000000 |

Required: Yes Mandatory Response: No

Response Comments

SCHEDULE 1: GENERAL PROJECT DATA

Schedule 1 - Q1: Is this project in accordance with the district's long-term school building program established pursuant to CGS Section 10-220?

Y

Required: Yes Mandatory Response: No

Response Comments

Schedule 1 - Q2: What is the grade range of your school?

K-8

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 7 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|-------------------------------------|
| Schedule 1 - Q3: Check all applicable reasons for this project. | | | | Select All That Apply |
| Options: | | | | <input type="checkbox"/> |
| Increase facility enrollment due to student pop. increase | | | | <input checked="" type="checkbox"/> |
| Increased facility enrollment due to redistricting/regrading | | | | <input checked="" type="checkbox"/> |
| Programmatic changes within the facility | | | | <input checked="" type="checkbox"/> |
| Correction of code violations | | | | <input checked="" type="checkbox"/> |
| Upgrade of facility due to general age and condition | | | | <input checked="" type="checkbox"/> |
| Replacement of existing facility - enter name in comments | | | | <input checked="" type="checkbox"/> |
| Upgrade facility's voice, data & video technology standards | | | | <input checked="" type="checkbox"/> |
| Facility repair for major loss damages (flood, fire, etc.) | | | | <input type="checkbox"/> |
| Energy conservation -- describe in comments section | | | | <input checked="" type="checkbox"/> |
| Other - explain in comments section | | | | <input type="checkbox"/> |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

Schedule 1 - Q4: Within the 5 years to the date of this application, has the district abandoned, sold, leased, demolished, or redirected the use of any school facility constructed or renovated with state assistance?

If 'Yes', provide name of facility and brief details in the comments section.

N

Required: Yes Mandatory Response: No

Response Comments

Schedule 1 - Q5: What is the name of your school?

Roxbury School

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|-------------------------|------|------|
| DASM1-SCP0000046 | Sell | RFx | 8 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | Finish Time | | |
| 07/01/2021 08:00:00 EDT | 06/30/2022 20:00:00 EDT | | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|----------|-----|------|-------|----------|
|----------|-----|------|-------|----------|

Schedule 2 - Q1: Please attach the completed excel file of your estimated project costs and financing, which has been provided to you at the header level of the event in the "Event Comments and Attachments" section.

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

Schedule 2 - Q2: Please complete the Biznet PSCCD Grant Application Phase Cost Estimate online, as described in SCG-2000. Print it out as a PDF, and attach here.

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

SCHEDULE 3: SITE & FACILITY PURCHASE

Schedule 3 - Q1: This project includes the purchase of which of the following ?

- Options:
- No site or facility purchase
 - Building
 - Relocatable(s)
 - Site
 - N/A

Required: Yes Mandatory Response: No

Select All That Apply

| |
|---|
| X |
| |
| |
| |
| |

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 9 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|----------|-----|------|-------|----------|
|----------|-----|------|-------|----------|

Schedule 3 - Q2: If this project includes the purchase of any of the following, please attach the required documents:

1. Building: Attach copies of two independent appraisals.
2. Relocatable(s): if previously owned, attach copies of two independent appraisals.
3. Site: Attach copies of two independent appraisals. Did the site require DEEP - Flood Management Certification? If yes, please also submit approval letter.

Required: No Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

Schedule 3 - Q3: What are the total acres approved for use for the school project ?

Acres

13.2862

Required: Yes Mandatory Response: No

Response Comments

Schedule 3 - Q4: What are the number of acres purchased as part of this project ?

Acres

0

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 10 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-------|------|-------|----------|
| Schedule 3 - Q5: What is the total number of acres after purchase (3Q3 + 3Q4) ? | Acres | | | 13.2862 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

SCHEDULE 4: EDUCATIONAL TECHNOLOGY INFRASTRUCTURE & CODES

| | | | | |
|--|--|--|--|---|
| Schedule 4 - Q1: Does this project include educational technology enhancements for voice, data, and video? | | | | Y |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|---|-----------------------|--|--|---|
| Schedule 4 - Q2: Indicate the extent of the educational technology infrastructure in the facility at the completion of this project (check all that apply): | | | | |
| Options: | Entire Facility | | | X |
| | Student Support Areas | | | X |
| | Some Classrooms | | | |
| | All Classrooms | | | X |
| | Media Center | | | X |
| | Computer Labs | | | X |
| | Auditorium | | | X |
| | Cafeteria | | | X |
| | N/A | | | |
| Required: Yes Mandatory Response: No | | | | |

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 12 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|----------------------|
| Schedule 4 - Q5: Please attach the local official's citation indicating the code violation. | | | | <input type="text"/> |

Required: No Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

| | | | | |
|---|--|--|--|----------------------|
| Schedule 4 - Q6: Please complete and attach the Form SCG-053. | | | | <input type="text"/> |
|---|--|--|--|----------------------|

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

Schedule 4 - Q7: Will this project apply for Renovation Status?

Options: Yes
No

Required: Yes Mandatory Response: No

Select One

| |
|-------------------------------------|
| <input type="checkbox"/> |
| <input checked="" type="checkbox"/> |

Response Comments

| | | | | |
|--|--|--|--|----------------------|
| Schedule 4 - Q8: If you answered "Yes," please complete and attach the request for Renovation Status letter. | | | | <input type="text"/> |
|--|--|--|--|----------------------|

Required: No Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASML-SCP0000046 | Sell | RFx | 13 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Response Comments

Schedule 4 - Q9: Please complete and attach the Form SCG-9000, including a signed copy of DEMHS approval letter.

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

SCHEDULE 5: BONUSES

The next 11 questions refer to bonuses. Please only answer the specific bonus questions that apply to your school.

Schedule 5 - Q1: Do you have a School Readiness Program (C.G.S. Section 10-285a(e)) ?

N

Required: No Mandatory Response: No

Response Comments

Schedule 5 - Q2: What is the estimated square footage included in this project for a school readiness program?

Square Ft

0

Required: No Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 14 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|----------|
| Schedule 5 - Q3: Do you have an Out-of-district students (CHOICE) program (C.G.S. Section 10-285a(g))? Required: No Mandatory Response: No | | | | N |

Response Comments

| | | | | |
|---|--|--|--|---|
| Schedule 5 - Q4: Do you have a Full- day Kindergarten or Reduced Class Size program (C.G.S. Section 10-285a(h))? Required: No Mandatory Response: No | | | | Y |
|---|--|--|--|---|

Response Comments

| | | | | |
|---|--|--|--|---|
| Schedule 5 - Q5: Is the school in a priority district? Required: No Mandatory Response: No | | | | Y |
|---|--|--|--|---|

Response Comments

| | | | | |
|---|--|--|--|---|
| Schedule 5 - Q6: Is the school a priority school in a non-priority district? Required: No Mandatory Response: No | | | | N |
|---|--|--|--|---|

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 15 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | UOM | Best | Worst | Response |
|--|-----|------|-------|----------|
| Schedule 5 - Q7: Is the project necessary in order to offer a Full-day Kindergarten? | | | | Y |
| Required: No Mandatory Response: No | | | | |

Response Comments

| | | | | |
|---|--|--|--|---|
| Schedule 5 - Q8: Is the project necessary to reduce class size pursuant to C.G.S. Section 10-265f ? | | | | N |
| Required: No Mandatory Response: No | | | | |

Response Comments

| | | | | |
|--|-----------|--|--|--------|
| Schedule 5 - Q9: What is the approximate square footage of the total project area? | Square Ft | | | 116592 |
| Required: No Mandatory Response: No | | | | |

Response Comments

| | | | | |
|--|-----------|--|--|-------|
| Schedule 5 - Q10: What is the approximate square footage of area used primarily for Full-day Kindergarten? | Square Ft | | | 10247 |
| Required: No Mandatory Response: No | | | | |

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 16 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-----------|------|-------|----------|
| Schedule 5 - Q11: What is the approximate square footage of area used primarily for reduced-size classes? | Square Ft | | | 0 |
| Required: No Mandatory Response: No | | | | |

Response Comments

SCHEDULE 6: SPACE STANDARDS

| | | | | |
|---|-------|--|--|------|
| Schedule 6 - Q1: What was the year of original construction ? | Years | | | 1954 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|---|-----------|--|--|-------|
| Schedule 6 - Q2: What was the total facility floor area prior to this project ? | Square Ft | | | 92224 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|--|-----------|--|--|-------|
| Schedule 6 - Q3: What is the existing floor area that will be removed from service as part of this project ? | Square Ft | | | 92224 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 17 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | UOM | Best | Worst | Response |
|--|-----------|------|-------|----------|
| Schedule 6 - Q4: What is the updated existing floor area (6Q2 - 6Q3) ? Required: Yes Mandatory Response: No | Square Ft | | | 0 |

Response Comments

| | | | | |
|---|-----------|--|--|--------|
| Schedule 6 - Q5: What is the new floor area to be added as part of this project ? Required: Yes Mandatory Response: No | Square Ft | | | 116592 |
|---|-----------|--|--|--------|

Response Comments

| | | | | |
|---|-----------|--|--|--------|
| Schedule 6 - Q6: What is the total floor area at completion of this project (6Q4 + 6Q5) ? Required: Yes Mandatory Response: No | Square Ft | | | 116592 |
|---|-----------|--|--|--------|

Response Comments

| | | | | |
|--|-----------|--|--|---|
| Schedule 6 - Q7: What portion of the total facility floor area was constructed prior to 1950 ? Required: Yes Mandatory Response: No | Square Ft | | | 0 |
|--|-----------|--|--|---|

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASML-SCP0000046 | Sell | RFx | 18 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|--|------|------|-------|----------|
| Schedule 6 - Q8: What is the highest projected enrollment for this facility during the 8 year period starting with the next October 1 following the date of this application ? | Each | | | 850 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

Schedule 6 - Q9: Select all grades which will be housed in the facility during this 8-year projection period:

- Options:
- Pre-K / Kindergarten
 - Grade 1
 - Grade 2
 - Grade 3
 - Grade 4
 - Grade 5
 - Grade 6
 - Grade 7
 - Grade 8
 - Grade 9
 - Grade 10
 - Grade 11
 - Grade 12
 - N/A

Select All That Apply

| |
|---|
| X |
| X |
| X |
| X |
| X |
| X |
| X |
| X |
| X |
| |
| |
| |
| |
| |
| |

Required: Yes Mandatory Response: No

Response Comments

SCHEDULE 7: ROOF REPLACEMENT

Schedule 7 - Q1: What is the total square footage of the roof for the entire school?

Square Ft

0

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 19 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|--|-----------|------|-------|----------|
| Schedule 7 - Q2: What is the square footage of the roof area being replaced by this project? | Square Ft | | | 0 |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|---|--|--|--|--|
| Schedule 7 - Q3: Is any of the roof square footage being replaced less than 20 years old? | | | | |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|--|--|--|--|--|
| Schedule 7 - Q4: Was your roof improperly designed or constructed? | | | | |
| Required: Yes Mandatory Response: No | | | | |

Response Comments

| | | | | |
|---|--|--|--|--|
| Schedule 7 - Q5: If you answered "Yes" to the previous question, please attach the consultant's certified report. | | | | |
| Required: No Mandatory Response: No | | | | |

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 20 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | UOM | Best | Worst | Response |
|----------|-----|------|-------|----------|
|----------|-----|------|-------|----------|

Schedule 7 - Q6: Superintendent, please initial the following certification: "I hereby certify and attest that I have inspected said roof area and found it to be either improperly designed or constructed," (if you answered "Yes" to Schedule 7 - Q4).

Required: No Mandatory Response: No

Response Comments

Schedule 7 - Q7: If you answered "Yes" to Schedule 7 - Q4, Superintendent, please provide an attachment with certification/acknowledgement by the appropriate party indicating the district has no further remedy at law or in equity.

Required: No Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

Schedule 7 - Q8: If you recovered any monies due to an improperly designed or constructed, please enter the amount here.

Required: No Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|--|-----------------------|---|-------------------|
| Event ID DASM1-SCP0000046 | Format Sell | Type RFx | Page 21 |
| Event Name Priority Application Invitation | | | |
| Start Time 07/01/2021 08:00:00 EDT | | Finish Time 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | UOM | Best | Worst | Response |
|---|-----|------|-------|----------------------|
| Schedule 7 - Q9: Please attach the Roof Sketch and Key Plan, Form SCG-3045. | | | | <input type="text"/> |

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Response Comments

SCHEDULE 8: EXTENSION & ALTERATION DETAIL

Schedule 8 - Q1: If additional floor space is being added, indicate each type by selecting all additions below. For types not listed below, please select other and provide a description in the comments.

- Options:
- Regular Instruction
 - Computer Rooms
 - Health
 - Natatorium
 - Special Education
 - Industrial Arts
 - Guidance Office
 - Kitchen
 - Science Labs
 - Music
 - Auditorium
 - Cafeteria
 - Media Center
 - Physical Education
 - School Administration
 - Custodial
 - Other
 - N/A

Select All That Apply

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 22 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | UOM | Best | Worst | Response |
|--|-----|------|-------|--|
| Schedule 8 - Q2: If the extension includes portable relocatables, are the relocatables permanent or temporary? Options: Permanent Temporary N/A Required: Yes Mandatory Response: No | | | | Select One <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Response Comments

Schedule 8 - Q3: If temporary, what is the duration? If not applicable type "N/A".

Required: Yes Mandatory Response: No

Response Comments



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASM1-SCP0000046 | Sell | RFx | 23 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Bidder Information

| | | |
|--------------------------|-------------------|--------------|
| Firm Name: | | |
| Name: | Signature: | Date: |
| Phone #: | Fax #: | |
| Street Address: | | |
| City & State: | Zip Code: | |
| Email: | | |



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASML-SCP0000046 | Sell | RFx | 24 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Appendix A - Line Specifications

Line: 1 **Item ID:** **UOM:** Each
Description: Priority Application

Item Specifications

| | | | |
|----------------------|---|-----------------------|---|
| Manufacturer: | | Item Height: | 0 |
| Mfg Item ID: | | Dimension UOM: | |
| Item Length: | 0 | Volume UOM: | |
| Item Width: | 0 | Weight UOM: | |
| Item Volume: | 0 | Item Color: | |
| Item Weight: | 0 | | |
| Item Size: | | | |

Shipping Information

| | | | |
|-----------------------|------------|-----------------|--------------------------------|
| Schedule: | 1 | Ship To: | DAS 450 Columbus Blvd Hartford |
| Quantity: | 1 | | 450 Columbus Blvd |
| Due Date: | 07/11/2021 | | Hartford CT 06103 |
| Freight Terms: | | | United States |
| Ship Via: | | | |



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|--------|-------------------------|------|
| DASM1-SCP0000046 | Sell | RFx | 25 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Appendix B - Terms & Conditions

1. The services provided through this Website and the use of the Website are governed by these Terms and Conditions. By accessing or using the services or the website or by registering as either a buyer or a seller, you agree that (1) you have read and familiarized yourself with the Terms and Conditions, (2) you understand the Terms and Conditions, and (3) you are bound by the Terms and Conditions in your use of the services or the Website. The Terms and Conditions, together with any additional terms and conditions specific to a particular event, constitute the entire agreement and supersede and replace any and all prior agreements between the parties regarding such subject matter.
2. Registration and Eligibility. The services and the website are only available to persons with the legal capacity to enter into this agreement. This organization may, at its sole and absolute discretion, refuse to accept a person's (or entity's) registration and may at any time after accepting registration, refuse to permit a person's (or entity's) continuing use of the services and the Website for any reason.
3. Changes to Services, Website and Terms and Conditions. User acknowledges and agrees that this organization may change, modify, amend, suspend or discontinue any aspect of the services or the Website, at any time, without notice and without liability to user or to any third party. Further, user acknowledges and agrees that the organization may amend any or all of the Terms and Conditions at any time without notice. Any amendment of the Terms and Conditions will be reflected on the WebSite. User is encouraged to periodically review the Terms and Conditions posted on the Website. Use of the services and the website constitutes acceptance of the Terms and Conditions, including any amendments thereto.

Last Updated: 03/02/2018



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 26 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States
Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States
Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Appendix C - Bid Responses

General Questions

| Question | Response |
|---|---|
| 1. Please select your Program Type, and attach the required SDE approvals for Specialty Programs (Magnet, Special Ed., Vo-Ag, etc.) | Standard program |
| 2. Please select your priority project types and/or bonuses. | New Construction (N); Photovoltaic (PV); Full-Day Kindergarten or Reduced Size bonus |
| 3. Has the town authorized a local resolution for the Superintendent to apply for a grant? | Yes |
| 4. What is the date that the Superintendent grant application resolution was passed? | 06/06/2022 Comment: Board of Representatives - Highlighted Section 5 on page 2 of the PDF Board of Education - Highlighted on page 1 - Signed BOE meeting minutes. |
| 5. Has the town authorized a local resolution to establish a building committee? | Yes |
| 6. What is the date that the building committee resolution was passed? | 06/06/2022 Comment: Highlighted Section 6 page 2 of the PDF |
| 7. Has the town authorized a local resolution for the preparation of schematic drawings and outline specifications? | Yes |
| 8. What is the date that the preparation of schematic drawings and outline specifications resolution was passed? | 06/06/2022 Comment: Highlighted Section 7 on page 3 of the PDF |
| 9. Please attach the certified town minutes authorizing the three resolutions. | |
| 10. What is the local funding authorization amount? Please attach the certified meeting minutes. | Total authorized amount is 86,000,000. The projected City/local amount is approximately 35.7 Million Dollars (State share is approximately 50.3 Million Dollars). Comment: Highlighted Section 1 page 1 of the PDF file. |
| 11. What is the date of local funding authorization approval, or the date established for the local referendum? If holding a referendum, please attach the letter establishing the referendum and the accompanying minutes. | 06/06/2022 |



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASML-SCP0000046 | Sell | RFx | 27 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | Response |
|----------|----------|
|----------|----------|

| | |
|---|--|
| 12. Please attach the Educational Specifications. | Comment: Approved educational specifications are attached along with the following appendices: Appendix A : CT Form SCG-2500 Compilation of Space Worksheet Appendix B : City of Stamford SPS Master Planning Report (April 2022) Appendix C : Room Data Sheet Appendix D : Finishes & Equipment Master Chart |
|---|--|

| | |
|---|---|
| 13. What is the date the Board of Education approved the Educational Specifications? Please attach the BOE meeting minutes. | 05/24/2022 Comment: Signed meeting minutes attached highlighted section for educational specification approval. |
|---|---|

| | |
|---|---|
| 14. Please select the type of school (if you are a Board of Education located within a school, select Elementary, Middle, or Secondary. If located outside the school, please select Standalone). | Elementary Comment: The proposed project is a new K-8 for 850 students on the existing Roxbury Elementary School site |
|---|---|

| | |
|--|---|
| 15. Please attach the enrollment report. | Comment: Please see attached enrollment information from the Master Plan |
|--|---|

| | |
|--|---|
| 16. Please attach the standards and guidelines compilation of space worksheet. | Comment: Please see the attached space compilation worksheet (5000 compilation of Space) |
|--|---|

| | |
|---|---|
| 17. Please re-select any applicable bonuses, and attach the required SDE approvals. | Full-Day Kindergarten or Reduced Class Size bonus |
|---|---|

Line Items

Line: 1 **Item ID:** **UOM:** Each
Total Line Bid Amount: 86000000
Description: Priority Application

| Question | Response |
|------------------------|----------|
| What is your Bid Price | 86000000 |

SCHEDULE 1: GENERAL PROJECT DATA

| | |
|--|---|
| Schedule 1 - Q1: Is this project in accordance with the district's long-term school building program established pursuant to CGS Section 10-220? | Y |
|--|---|



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 28 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No
Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | Response |
|---|---|
| Schedule 1 - Q2: What is the grade range of your school? | K-8 |
| Schedule 1 - Q3: Check all applicable reasons for this project. | <p>Increased facility enrollment due to redistricting/regrading; Programmatic changes within the facility; Correction of code violations; Upgrade of facility due to general age and condition; Replacement of existing facility - enter name in comments; Upgrade facility's voice, data & video technology standards; Energy conservation -- describe in comments section</p> <p>Comment: Replacement of existing Roxbury Elementary School and modular construction - New construction was selected due to age, condition, phasing, swing space, and costs.</p> |

Schedule 1 - Q4: Within the 5 years to the date of this application, has the district abandoned, sold, leased, demolished, or redirected the use of any school facility constructed or renovated with state assistance?

If 'Yes', provide name of facility and brief details in the comments section. N

Schedule 1 - Q5: What is the name of your school? Roxbury School

SCHEDULE 2: ESTIMATED PROJECT COSTS & FINANCING

Schedule 2 - Q1: Please attach the completed excel file of your estimated project costs and financing, which has been provided to you at the header level of the event in the "Event Comments and Attachments" section.

Schedule 2 - Q2: Please complete the Biznet PSCCD Grant Application Phase Cost Estimate online, as described in SCG-2000. Print it out as a PDF, and attach here.

SCHEDULE 3: SITE & FACILITY PURCHASE

Schedule 3 - Q1: This project includes the purchase of which of the following ? No site or facility purchase

Schedule 3 - Q2: If this project includes the purchase of any of the following, please attach the required documents:

1. Building: Attach copies of two independent appraisals.
2. Relocatable(s): if previously owned, attach copies of two independent appraisals.
3. Site: Attach copies of two independent appraisals. Did the site require DEEP - Flood Management Certification? If yes, please also submit approval letter.



Event Details (cont.)

Strategic Sourcing

| Event ID | Format | Type | Page |
|---------------------------------|-------------------------|------|------|
| DASML-SCP0000046 | Sell | RFx | 29 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | Finish Time | | |
| 07/01/2021 08:00:00 EDT | 06/30/2022 20:00:00 EDT | | |

Bidder: CITY OF STAMFORD
PO BOX 10152
STAMFORD CT 06904
United States

Submit To: Dept of Administrative Svcs
Accounts Payable
450 Columbus Blvd
Hartford CT 06103
United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

| Question | Response |
|---|---|
| Schedule 3 - Q3: What are the total acres approved for use for the school project ? | 13.2862 |
| Schedule 3 - Q4: What are the number of acres purchased as part of this project ? | 0 |
| Schedule 3 - Q5: What is the total number of acres after purchase (3Q3 + 3Q4) ? | 13.2862 |
| SCHEDULE 4: EDUCATIONAL TECHNOLOGY INFRASTRUCTURE & CODES | |
| Schedule 4 - Q1: Does this project include educational technology enhancements for voice, data, and video? | Y |
| Schedule 4 - Q2: Indicate the extent of the educational technology infrastructure in the facility at the completion of this project (check all that apply): | Entire Facility; Student Support Areas; All Classrooms; Media Center; Computer Labs; Auditorium; Cafeteria |
| Schedule 4 - Q3: If this project does not address the needs of the educational technology, explain why not. If other, please explain in the comments. | Already addressed by entire facility |
| Schedule 4 - Q4: Please select the code issues being addressed by this project. If selecting "Access for persons with disabilities: limited accessibility" or "Other," please describe. | OSHA; Access for persons with disabilities: All programs; Access for persons with disabilities: Limited accessibility; Building: Building Area Limits; Building: Seismic Analysis; Building: Structural Load; Building: Mixed Use; Health: Asbestos; Health: Toilet; Health: Kitchen; Health: Environment; Fire: Sprinkler; Fire: Fire Alarm; Fire: HVAC; Fire: Electrical; Fire: Rating of Elements; Fire: Emergency Lighting; Fire: Rescue and Vent Windows |
| Schedule 4 - Q5: Please attach the local official's citation indicating the code violation. | |
| Schedule 4 - Q6: Please complete and attach the Form SCG-053. | |
| Schedule 4 - Q7: Will this project apply for Renovation Status? | No |



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 30 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | Response |
|----------|----------|
|----------|----------|

Schedule 4 - Q8: If you answered "Yes," please complete and attach the request for Renovation Status letter.

Schedule 4 - Q9: Please complete and attach the Form SCG-9000, including a signed copy of DEMHS approval letter.

SCHEDULE 5: BONUSSES

The next 11 questions refer to bonuses. Please only answer the specific bonus questions that apply to your school.

Schedule 5 - Q1: Do you have a School Readiness Program (C.G.S. Section 10-285a(e)) ? N

Schedule 5 - Q2: What is the estimated square footage included in this project for a school readiness program? 0

Schedule 5 - Q3: Do you have an Out-of-district students (CHOICE) program (C.G.S. Section 10-285a(g))? N

Schedule 5 - Q4: Do you have a Full- day Kindergarten or Reduced Class Size program (C.G.S. Section 10-285a(h))? Y

Schedule 5 - Q5: Is the school in a priority district? Y

Schedule 5 - Q6: Is the school a priority school in a non-priority district? N

Schedule 5 - Q7: Is the project necessary in order to offer a Full-day Kindergarten? Y

Schedule 5 - Q8: Is the project necessary to reduce class size pursuant to C.G.S. Section 10-265f ? N

Schedule 5 - Q9: What is the approximate square footage of the total project area? 116592

Schedule 5 - Q10: What is the approximate square footage of area used primarily for Full-day Kindergarten? 10247

Schedule 5 - Q11: What is the approximate square footage of area used primarily for reduced-size classes? 0



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASML-SCP0000046 | Sell | RFx | 31 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | Response |
|----------|----------|
|----------|----------|

SCHEDULE 6: SPACE STANDARDS

| | |
|--|---|
| Schedule 6 - Q1: What was the year of original construction ? | 1954 Comment: Original Construction 1954 Classroom Addition 1954 Classroom Addition 1964 Modular Construction 1989, 1992 Addition for Media Center 1994 |
| Schedule 6 - Q2: What was the total facility floor area prior to this project ? | 92224 |
| Schedule 6 - Q3: What is the existing floor area that will be removed from service as part of this project ? | 92224 |
| Schedule 6 - Q4: What is the updated existing floor area (6Q2 - 6Q3) ? | 0 |
| Schedule 6 - Q5: What is the new floor area to be added as part of this project ? | 116592 |
| Schedule 6 - Q6: What is the total floor area at completion of this project (6Q4 + 6Q5) ? | 116592 |
| Schedule 6 - Q7: What portion of the total facility floor area was constructed prior to 1950 ? | 0 |
| Schedule 6 - Q8: What is the highest projected enrollment for this facility during the 8 year period starting with the next October 1 following the date of this application ? | 850 |
| Schedule 6 - Q9: Select all grades which will be housed in the facility during this 8-year projection period: | Pre-K / Kindergarten; Grade 1; Grade 2; Grade 3; Grade 4; Grade 5; Grade 6; Grade 7; Grade 8 |

SCHEDULE 7: ROOF REPLACEMENT

| | |
|--|---|
| Schedule 7 - Q1: What is the total square footage of the roof for the entire school? | 0 |
| Schedule 7 - Q2: What is the square footage of the roof area being replaced by this project? | 0 |
| Schedule 7 - Q3: Is any of the roof square footage being replaced less than 20 years old? | |



Event Details (cont.)

Strategic Sourcing

| | | | |
|---------------------------------|---------------|-------------------------|-------------|
| Event ID | Format | Type | Page |
| DASM1-SCP0000046 | Sell | RFx | 32 |
| Event Name | | | |
| Priority Application Invitation | | | |
| Start Time | | Finish Time | |
| 07/01/2021 08:00:00 EDT | | 06/30/2022 20:00:00 EDT | |

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 3
Bid Date: 06/28/2022 09:26:41 EDT
Total Bid Amount: 86,000,000.00

Bidder: CITY OF STAMFORD
 PO BOX 10152
 STAMFORD CT 06904
 United States

Submit To: Dept of Administrative Svcs
 Accounts Payable
 450 Columbus Blvd
 Hartford CT 06103
 United States

Contact: DAS-Dixon Michelle R
Phone: 860/713-6477
Email: michelle.dixon@ct.gov

| Question | Response |
|----------|----------|
|----------|----------|

Schedule 7 - Q4: Was your roof improperly designed or constructed?

Schedule 7 - Q5: If you answered "Yes" to the previous question, please attach the consultant's certified report.

Schedule 7 - Q6: Superintendent, please initial the following certification: "I hereby certify and attest that I have inspected said roof area and found it to be either improperly designed or constructed," (if you answered "Yes" to Schedule 7 - Q4).

Schedule 7 - Q7: If you answered "Yes" to Schedule 7 - Q4, Superintendent, please provide an attachment with certification/acknowledgement by the appropriate party indicating the district has no further remedy at law or in equity.

Schedule 7 - Q8: If you recovered any monies due to an improperly designed or constructed, please enter the amount here.

0

Schedule 7 - Q9: Please attach the Roof Sketch and Key Plan, Form SCG-3045.

SCHEDULE 8: EXTENSION & ALTERATION DETAIL

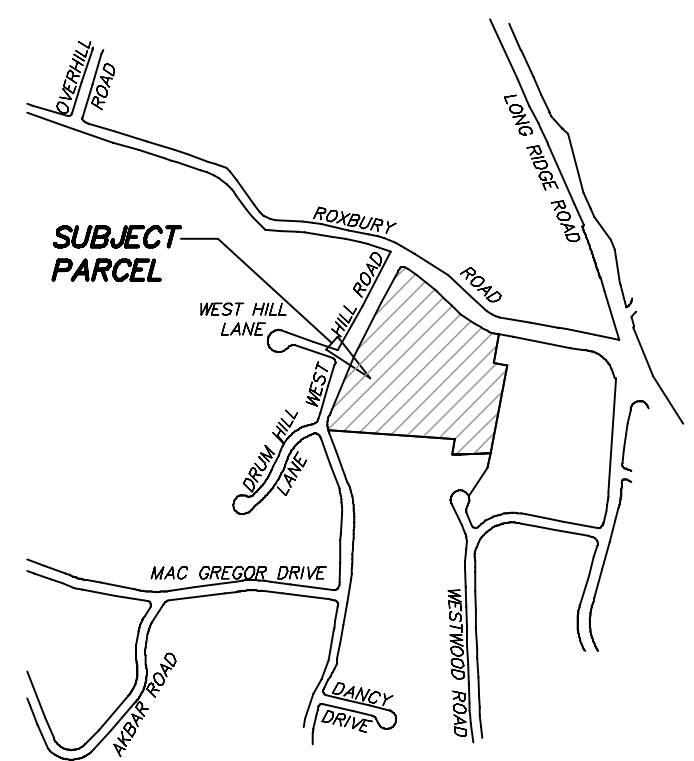
Schedule 8 - Q1: If additional floor space is being added, indicate each type by selecting all additions below. For types not listed below, please select other and provide a description in the comments.

Schedule 8 - Q2: If the extension includes portable relocatables, are the relocatables permanent or temporary?

Schedule 8 - Q3: If temporary, what is the duration? If not applicable type "N/A".

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| - | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLES, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

- AL - ALANTHUS
- BI - BIRCH
- BE - BEECH
- CE - CEDAR
- CA - CRABAPPLE
- CH - CHESTNUT
- CR - CHERRY
- DG - DOGWOOD
- H - HICKORY
- JM - JAPANESE MAPLE
- LO - LOCUST
- M - MAPLE
- O - OAK
- P - PINE
- S - SPRUCE
- SA - SASSAPARAS
- SY - SYCAMORE
- YP - YELLOW POPLAR
- MU - MULTI
- TR - TRIPLE
- TW - TWIN

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD., STAMFORD CONN." DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES, "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONNECTICUT COORDINATE SYSTEM OF 1983

HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
VERTICAL DATUM : NAVD 88

CORDS CONTROL DATA (JANUARY 18, 2018)

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.00 | CTDA/ARP |
| NYVH | 592526.204 | 705618.142 | 309.201 | NYVH/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "T-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "A-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

REFER TO: MAP No. 4830, 5164 S.L.R.

AREA = 13.2862 ACRES

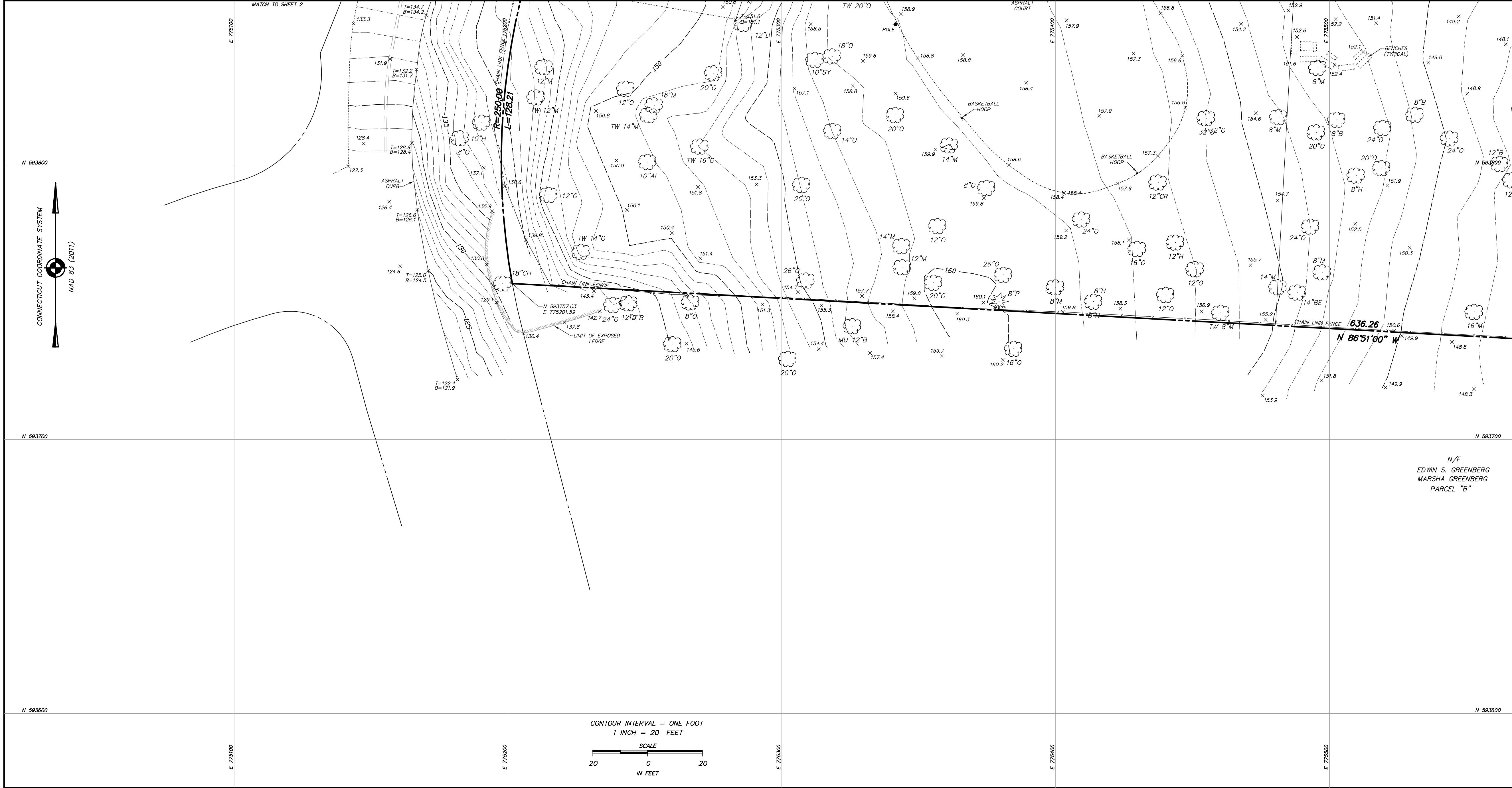
NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

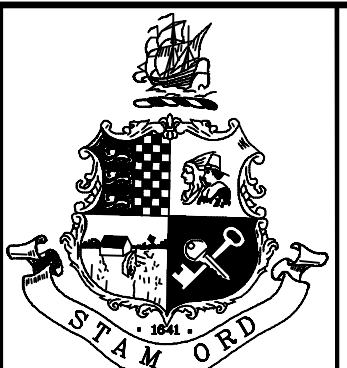
D'ANDREA SURVEYING & ENGINEERING, P.C.

EDWIN W. RHODES, III SURVEYOR
CT LS No. 70436
RIVERSIDE, CONNECTICUT MAY 2, 2022



D'ANDREA SURVEYING & ENGINEERING, P.C.
 • LAND PLANNERS
 • ENGINEERS
 • SURVEYORS
 P.O. BOX 549
 SIX NEIL LANE
 RIVERSIDE, CONNECTICUT 06878
 (203) 637-1779
 (203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|-----|
| 0 | 5/2/22 | SURVEY | EWR |
| REVISIONS | | | |
| FILE NO. | | | |



CITY OF STAMFORD CONN.
 BUREAU OF ENGINEERING
 DEPARTMENT OF PUBLIC WORKS

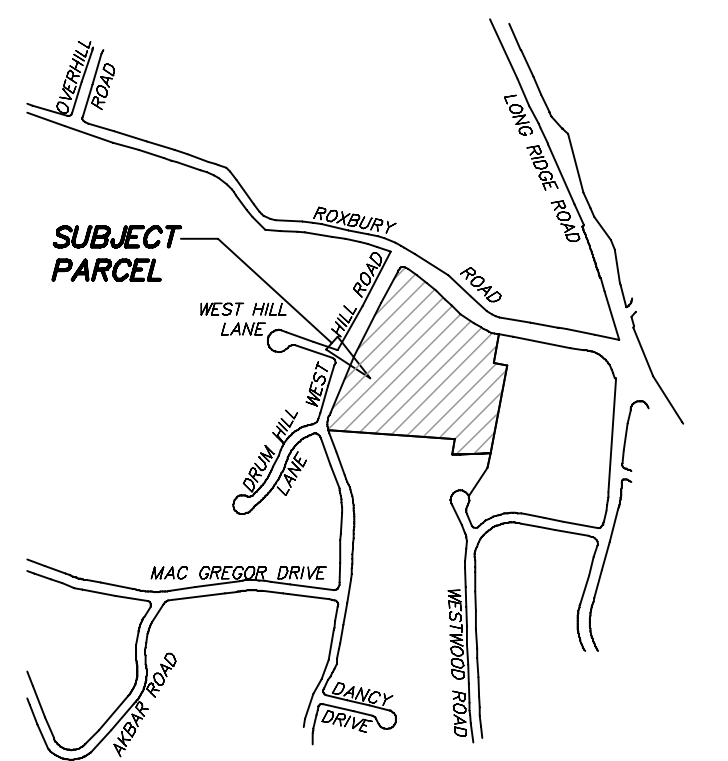
| | | | |
|---|-----------------|-------------------|-----------------|
| SURVEYED BY D'ANDREA SURVEYING & ENGINEERING, P.C. | DATE 5/02/22 | DRAWN BY EWR | DATE 5/02/22 |
| DESIGNED BY D'ANDREA SURVEYING & ENGINEERING, P.C. | DATE 5/02/22 | CHECKED BY EWR | DATE 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |

| | |
|---|----------------------------|
| TITLE ROXBURY SCHOOL 751 WEST HILL ROAD | SCALE AS SHOWN |
| DESCRIPTION EXISTING CONDITIONS | PROJECT NO. |
| | SHEET NO. 1 OF 7 |

SCALE: METERS - 1:50,000

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| - | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLES, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

- AL - ALANTHUS
- B - BIRCH
- BE - BEECH
- C - CEDAR
- CA - CRABAPPLE
- CH - CHESTNUT
- CR - CHERRY
- DG - DOGWOOD
- H - HICKORY
- JM - JAPANESE MAPLE
- LO - LOCUST
- M - MAPLE
- O - OAK
- P - PINE
- S - SPRUCE
- SA - SASSAPARAS
- SY - SYCAMORE
- YP - YELLOW POPLAR
- MU - MULTI
- TR - TRIPLE
- TW - TWIN

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD., STAMFORD CONN." DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONNECTICUT COORDINATE SYSTEM OF 1983
 HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
 VERTICAL DATUM : NAVD 88

CDRS CONTROL DATA (JANUARY 18, 2018)

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.00 | CTDA/ARP |
| NVW | 392526.204 | 705618.142 | 309.201 | NVW/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

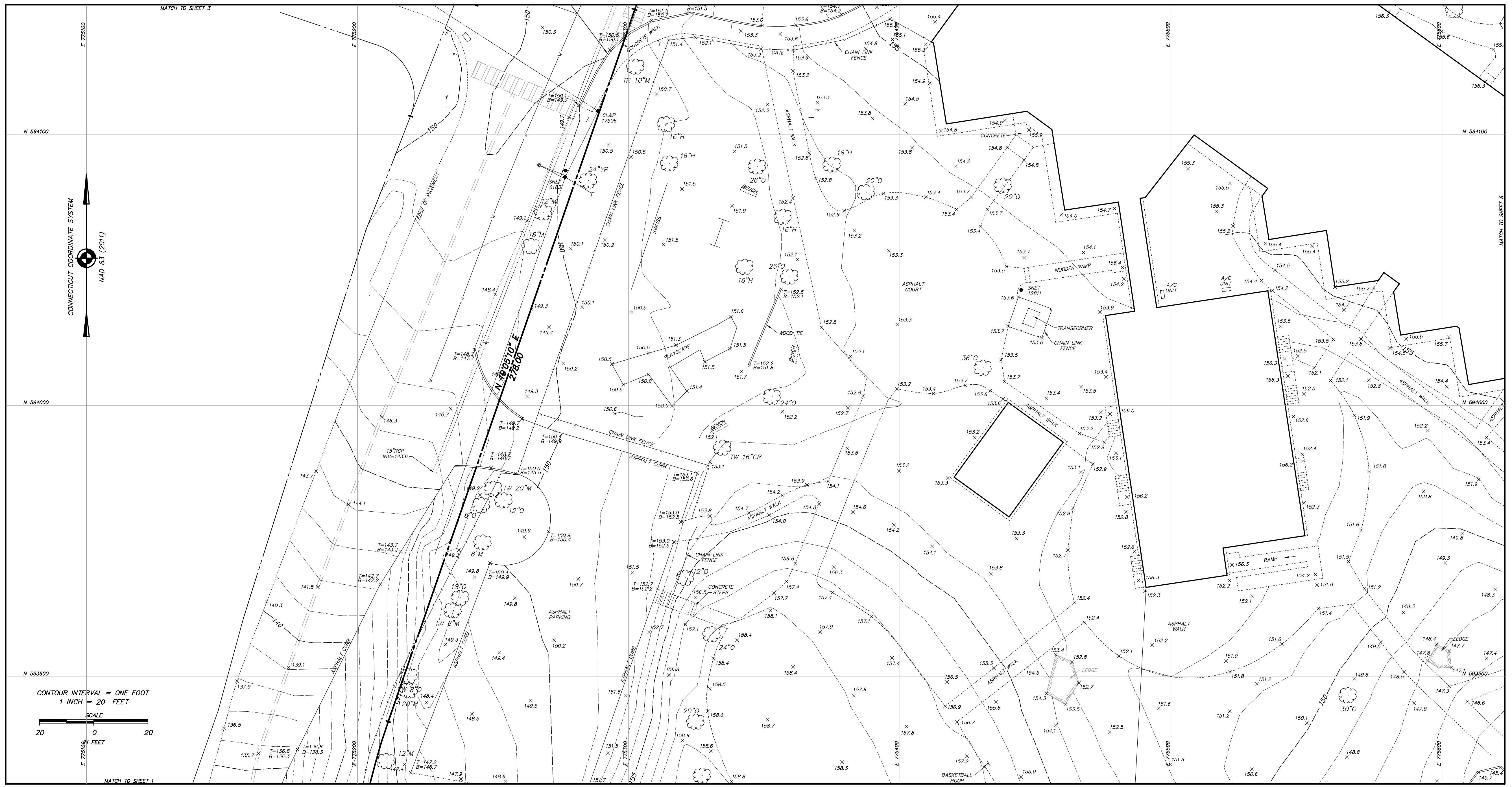
THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "T-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "A-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

REFER TO: MAP No. 4830, 5164 S.L.R.
 AREA = 13,2862 ACRES
 NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.



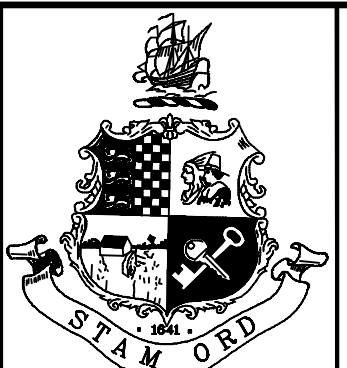
EDWIN W. RHODES, III CT LS No. 70436
 RIVERSIDE, CONNECTICUT MAY 2, 2022

Surveying Consultant

D'ANDREA SURVEYING & ENGINEERING, P.C.
 • LAND PLANNERS
 • ENGINEERS
 • SURVEYORS
 P.O. BOX 549
 SIX NEIL LANE
 RIVERSIDE, CONNECTICUT 06878
 (203) 637-1779
 (203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|-----|
| 0 | 5/2/22 | SURVEY | EWR |
| REVISIONS | | | |
| FILE NO. | | | |

SEAL



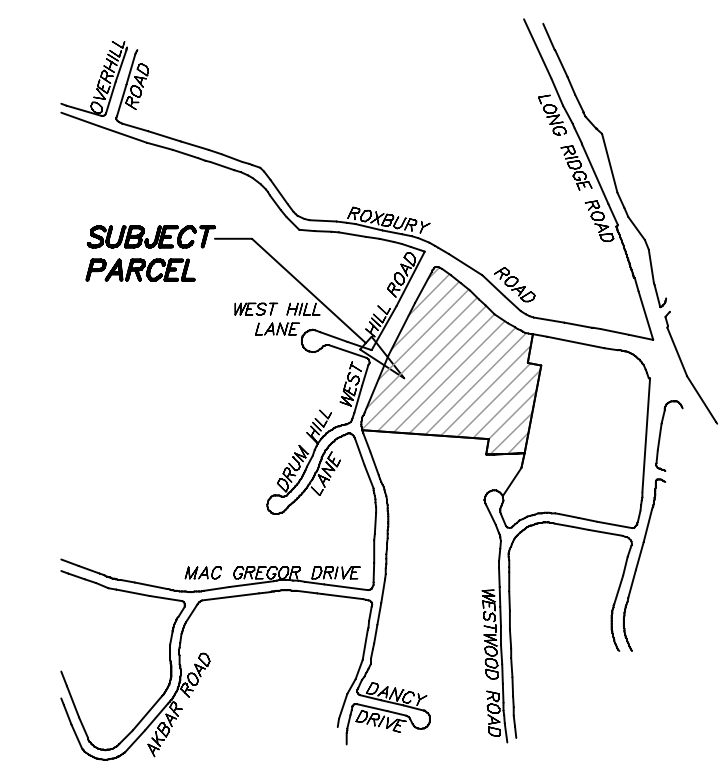
CITY OF STAMFORD CONN.
 BUREAU OF ENGINEERING
 DEPARTMENT OF PUBLIC WORKS

| | | | |
|--|---------|-------------|---------|
| SURVEYED BY | DATE | DRAWN BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DESIGNED BY | DATE | CHECKED BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |
| | | | |

| | |
|--------------------------------------|---------------------|
| TITLE | SCALE AS SHOWN |
| ROXBURY SCHOOL 751 WEST HILL ROAD | PROJECT NO. |
| EXISTING CONDITIONS | SHEET NO. 2 OF 7 |

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| — | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLE, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

- AL - ALANTHUS
- B - BIRCH
- BE - BEECH
- CA - CRABAPPLE
- CH - CHESTNUT
- CR - CHERRY
- DG - DOGWOOD
- H - HICKORY
- JM - JAPANESE MAPLE
- LO - LOCUST
- M - MAPLE
- O - OAK
- P - PINE
- S - SPRUCE
- SA - SASSAPARAS
- SY - SYCAMORE
- YP - YELLOW POPLAR
- MU - MULTI
- TR - TRIPLE
- TW - TWIN

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD. STAMFORD CONN." DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONNECTICUT COORDINATE SYSTEM OF 1983

HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
VERTICAL DATUM : NAVD 88

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.00 | CTDA/ARP |
| NYVH | 592526.204 | 705618.142 | 309.201 | NYVH/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "1-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "1-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

REFER TO: MAP No. 4830, 5164 S.L.R.

AREA = 13.2862 ACRES

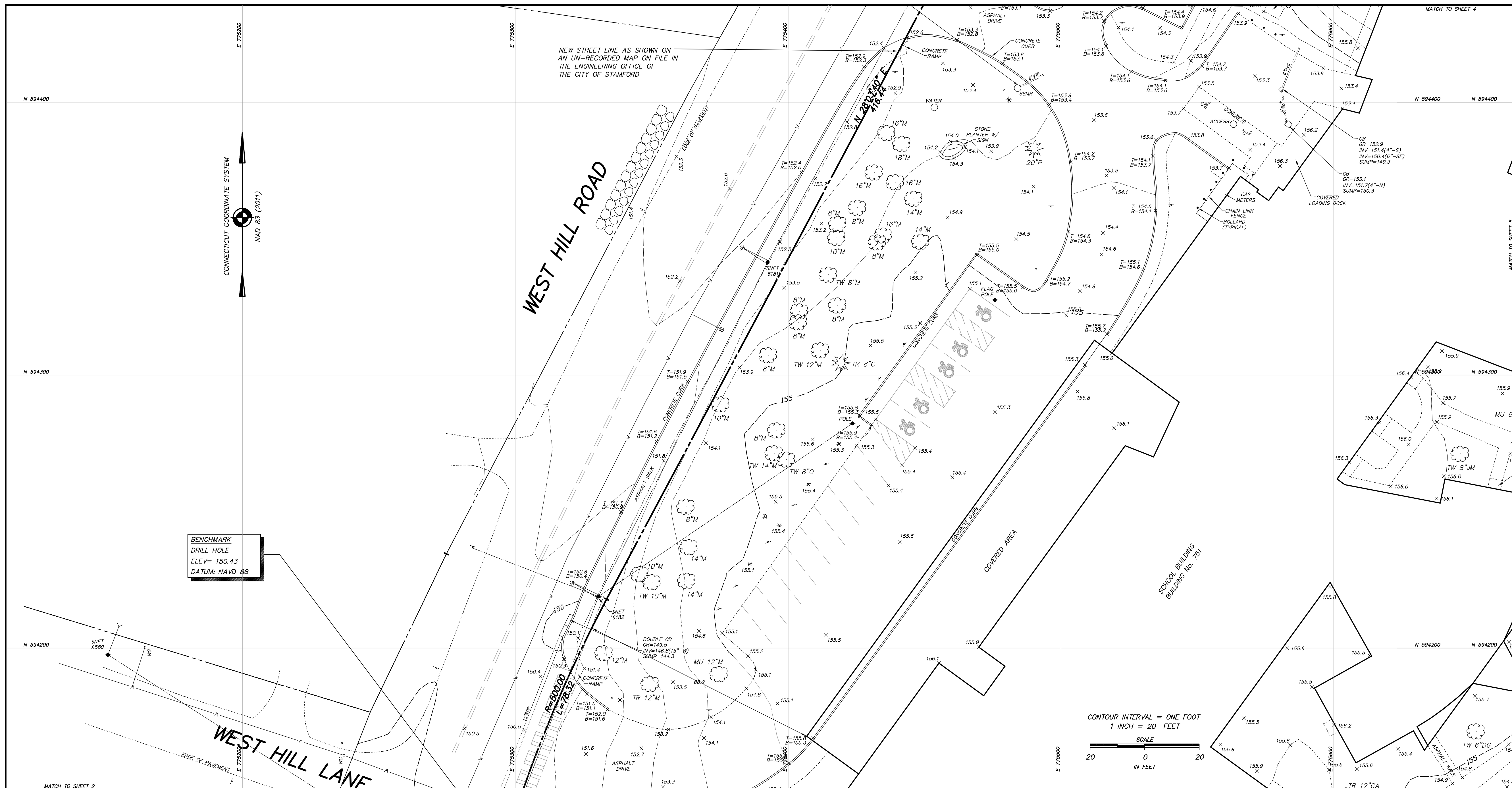
NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

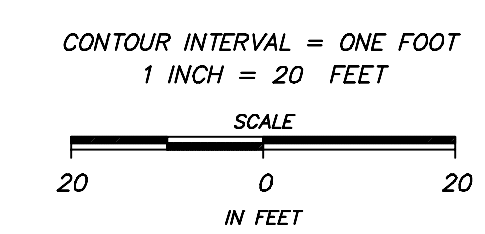
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.

EDWIN W. RHODES, III SURVEYOR
CT LS No. 70436
RIVERSIDE, CONNECTICUT MAY 2, 2022

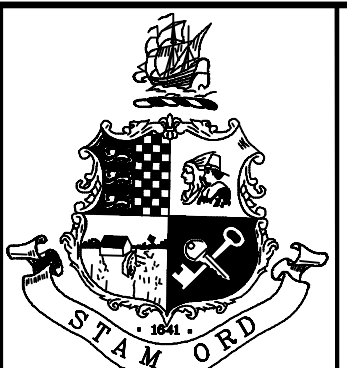


BENCHMARK
DRILL HOLE
ELEV= 150.43
DATUM: NAVD 88



D'ANDREA SURVEYING & ENGINEERING, P.C.
P.O. BOX 549
SIX NEIL LANE
RIVERSIDE, CONNECTICUT 06878
(203) 637-1779
(203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|-----|
| 0 | 5/2/22 | SURVEY | EWR |
| REVISIONS | | | |
| FILE NO. | | | |



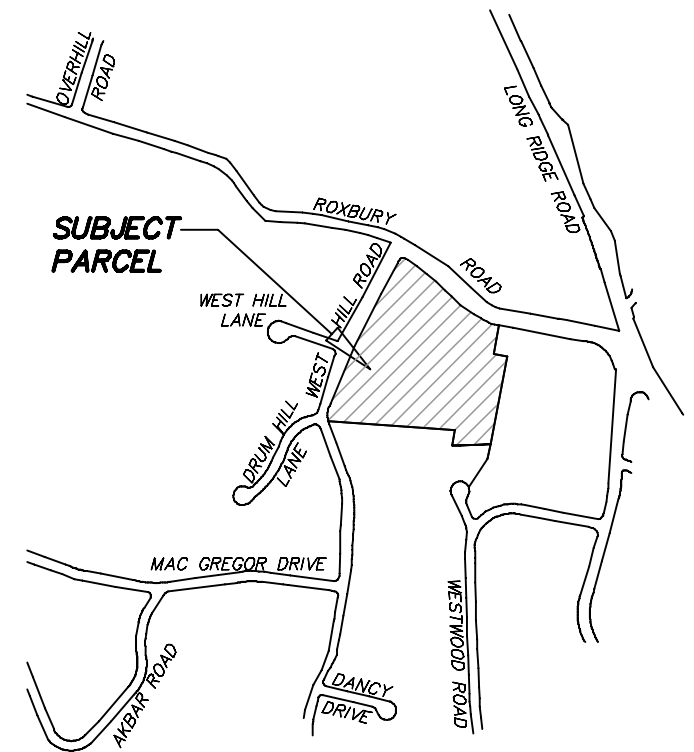
CITY OF STAMFORD CONN.
BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

| | | | |
|---|-----------------|-------------------|-----------------|
| SURVEYED BY D'ANDREA SURVEYING & ENGINEERING, P.C. | DATE 5/02/22 | DRAWN BY EWR | DATE 5/02/22 |
| DESIGNED BY D'ANDREA SURVEYING & ENGINEERING, P.C. | DATE 5/02/22 | CHECKED BY EWR | DATE 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |

| | |
|---|----------------------------|
| TITLE ROXBURY SCHOOL 751 WEST HILL ROAD | SCALE AS SHOWN |
| DESCRIPTION EXISTING CONDITIONS | PROJECT NO. |
| | SHEET NO. 3 OF 7 |

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| - | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C—CABLE, E—ELECTRIC, T—TELE., W—WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

| | |
|----|------------------|
| AL | — ALANTHUS |
| B | — BIRCH |
| BE | — BEECH |
| C | — CEDAR |
| CA | — CRABAPPLE |
| CH | — CHESTNUT |
| CR | — CHERRY |
| DG | — DOGWOOD |
| H | — HICKORY |
| JM | — JAPANESE MAPLE |
| LO | — LOCUST |
| M | — MAPLE |
| O | — OAK |
| P | — PINE |
| S | — SPRUCE |
| SA | — SASSAPARILLA |
| SY | — SYCAMORE |
| YP | — YELLOW POPLAR |
| MU | — MULTI |
| TR | — TRIPLE |
| TW | — TWIN |

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD., STAMFORD CONN." DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

CONNECTICUT COORDINATE SYSTEM OF 1983
 HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
 VERTICAL DATUM : NAVD 88

CORS CONTROL DATA (JANUARY 18, 2018)

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.00 | CTDA/ARP |
| NYVH | 592526.204 | 705618.142 | 309.201 | NYVH/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "T-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "A-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

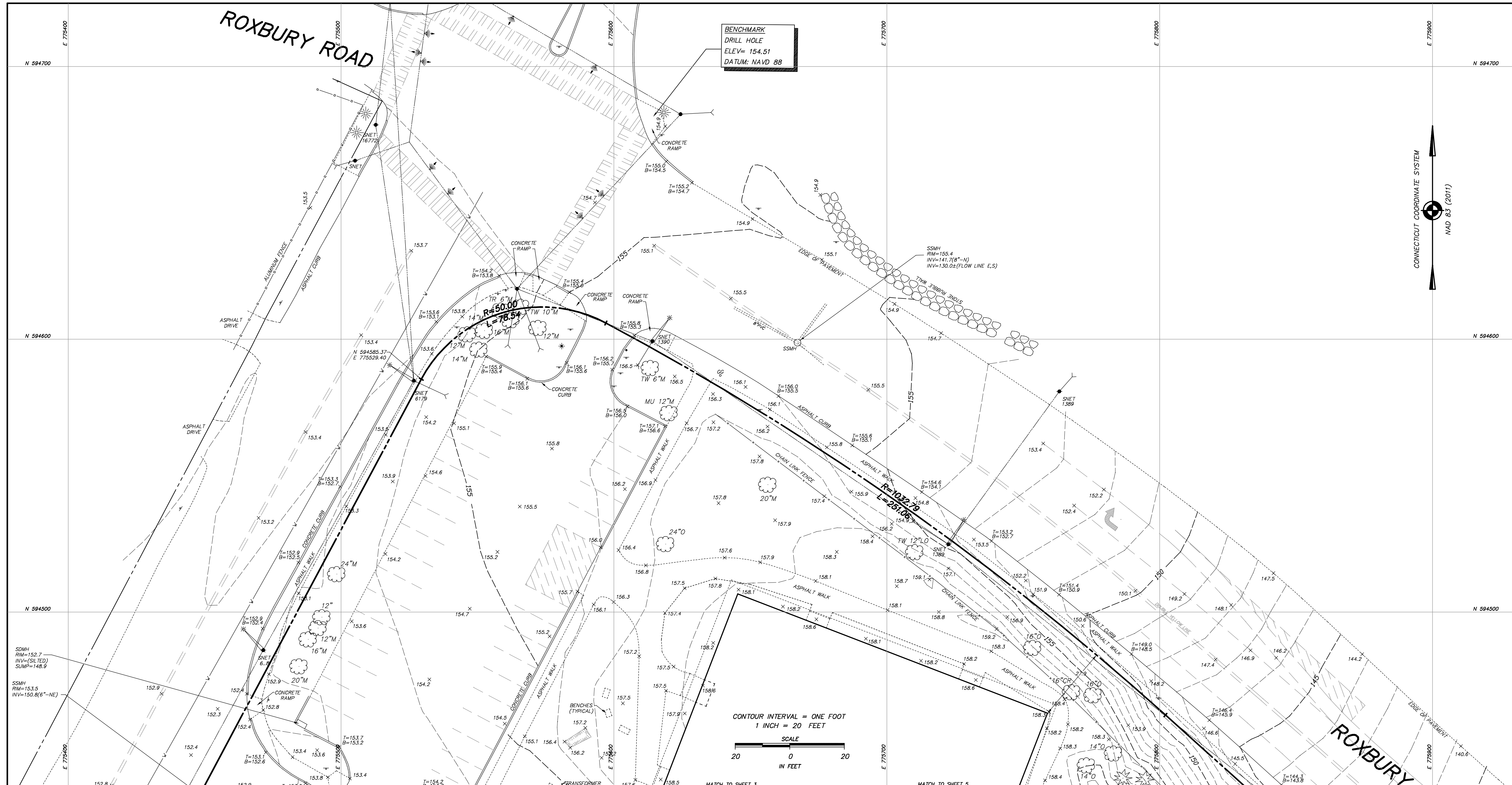
REFER TO: MAP No. 4830, 5164 S.L.R.
 AREA = 13.2862 ACRES
 NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.

EDWIN W. RHODES, III SURVEYOR
 CT LS No. 70436
 RIVERSIDE, CONNECTICUT MAY 2, 2022

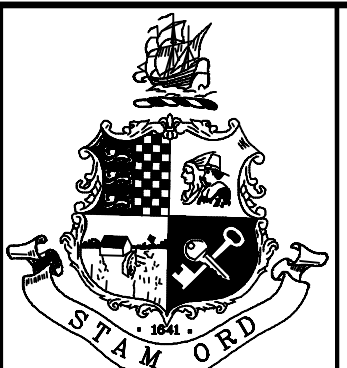


D'ANDREA SURVEYING & ENGINEERING, P.C.

- LAND PLANNERS
- ENGINEERS
- SURVEYORS

P.O. BOX 549
 SIX NEIL LANE
 RIVERSIDE, CONNECTICUT 06878
 (203) 637-1779
 (203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|------|
| 0 | 5/2/22 | SURVEY | EW/R |
| REVISIONS | | | |
| FILE NO. | | | |



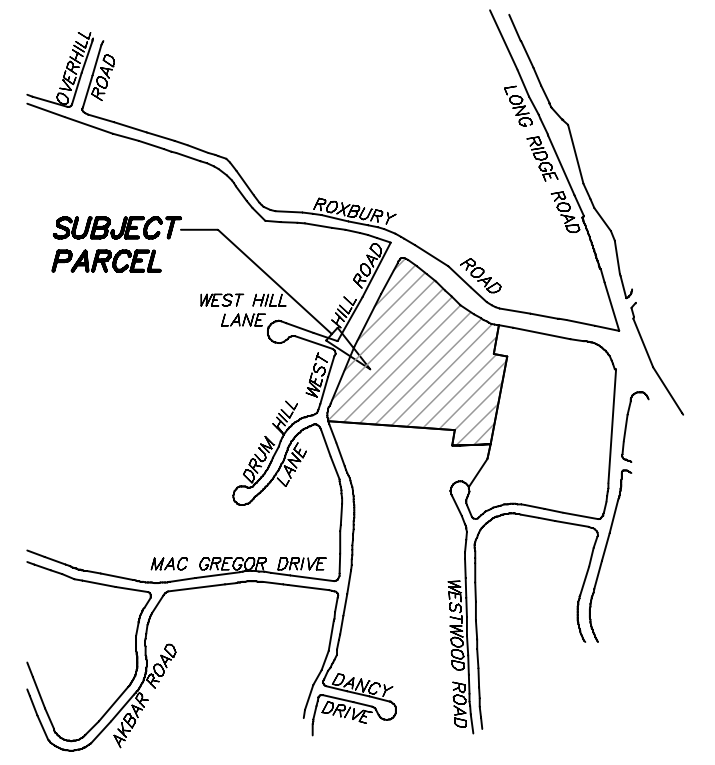
CITY OF STAMFORD CONN.
 BUREAU OF ENGINEERING
 DEPARTMENT OF PUBLIC WORKS

| | | | |
|--|---------|-------------|---------|
| SURVEYED BY | DATE | DRAWN BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EW/R | 5/02/22 |
| DESIGNED BY | DATE | CHECKED BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EW/R | 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |
| | | | |

| | | |
|--|--|----------------|
| TITLE | | SCALE AS SHOWN |
| ROXBURY SCHOOL 751 WEST HILL ROAD | | PROJECT NO. |
| DESCRIPTION | | SHEET NO. |
| EXISTING CONDITIONS | | 4 OF 7 |

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| - | SIGN | | EXISTING SPOT ELEVATION |
| — | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLE, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'

TREE LEGEND

- AL - ALANTHUS
- B - BIRCH
- BE - BEECH
- C - CEDAR
- CA - CRABAPPLE
- CH - CHESTNUT
- CR - CHERRY
- DG - DOGWOOD
- H - HICKORY
- JM - JAPANESE MAPLE
- LO - LOCUST
- M - MAPLE
- O - OAK
- P - PINE
- S - SPRUCE
- SA - SASSAPARAS
- SY - SYCAMORE
- YP - YELLOW POPLAR
- MU - MULTI
- TR - TRIPLE
- TW - TWIN

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD., STAMFORD CONN." DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONNECTICUT COORDINATE SYSTEM OF 1983

HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
VERTICAL DATUM : NAVD 88

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.000 | CTDA/ARP |
| NVW | 392926.204 | 705618.142 | 309.201 | NVW/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "1-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "1-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

REFER TO: MAP No. 4830, 5164 S.L.R.

AREA = 13,2862 ACRES
NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.

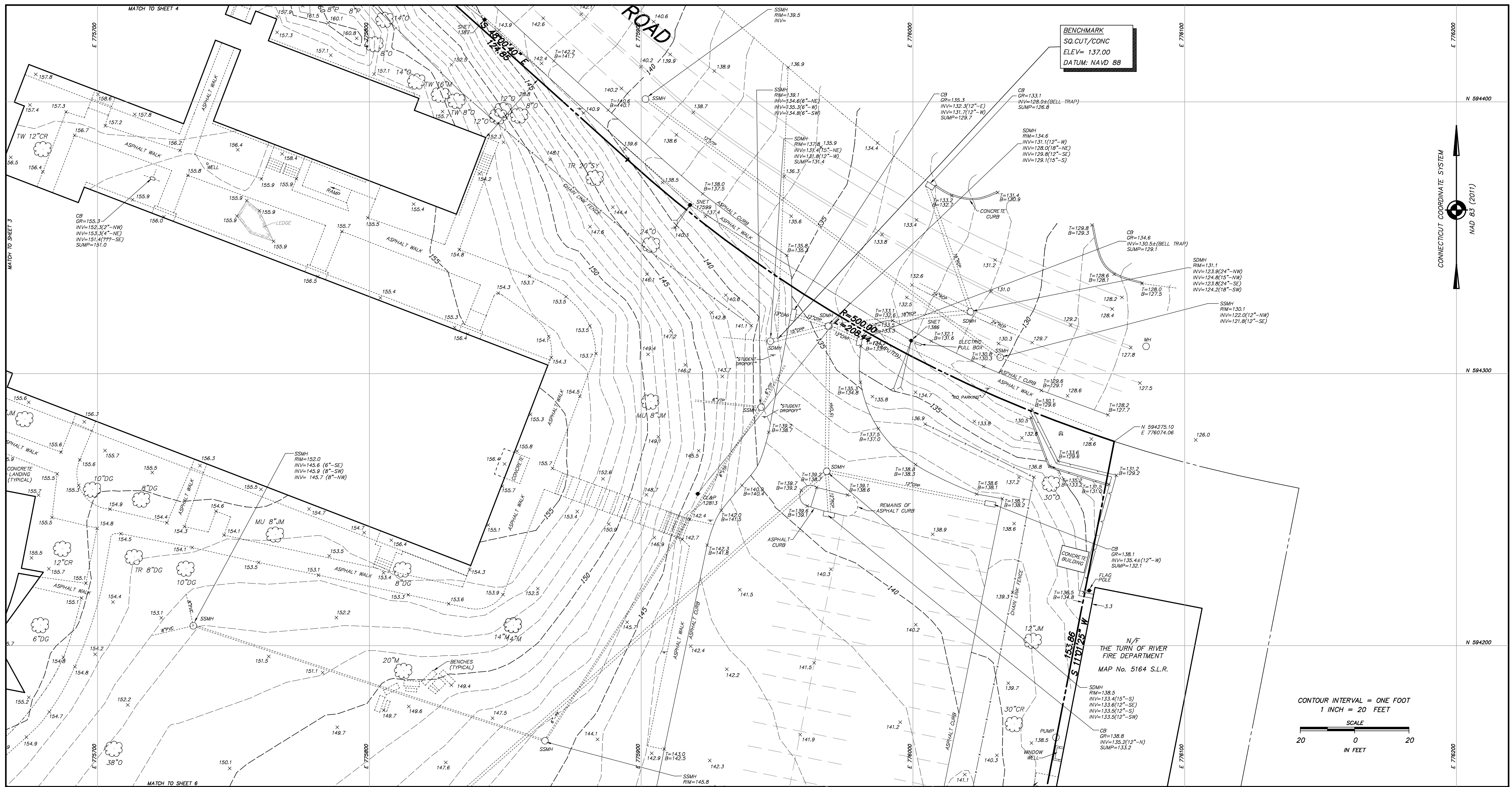
EDWIN W. RHODES, III SURVEYOR
CT LS No. 70436
MAY 2, 2022

Surveying Consultant

D'ANDREA SURVEYING & ENGINEERING, P.C.

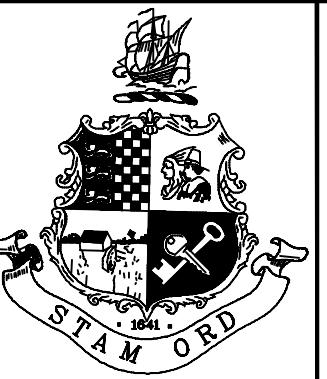
- LAND PLANNERS
- ENGINEERS
- SURVEYORS

P.O. BOX 549
SIX NEIL LANE
RIVERSIDE, CONNECTICUT 06878
(203) 637-1779
(203) 637-1770 (FAX)



| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|------|
| 0 | 5/2/22 | SURVEY | EW/R |
| REVISIONS | | | |
| FILE NO. | | | |

| |
|------|
| SEAL |
| |
| |
| |



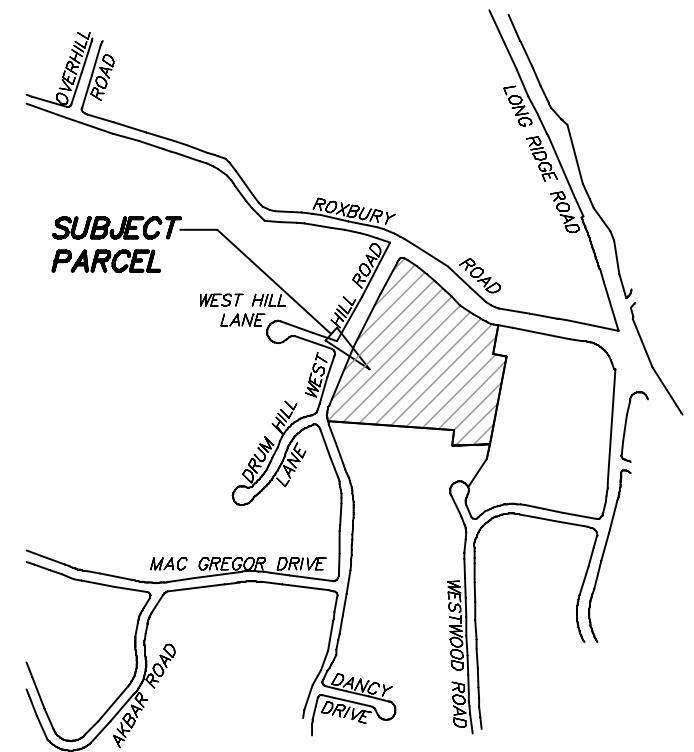
CITY OF STAMFORD CONN.
BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

| | | | |
|--|---------|-------------|---------|
| SURVEYED BY | DATE | DRAWN BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EW/R | 5/02/22 |
| DESIGNED BY | DATE | CHECKED BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EW/R | 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |
| | | | |

| | |
|--------------------------------------|---------------------|
| TITLE | SCALE AS SHOWN |
| ROXBURY SCHOOL 751 WEST HILL ROAD | PROJECT NO. |
| EXISTING CONDITIONS | SHEET NO. 5 OF 7 |

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| - | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLE, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

| | |
|----|------------------|
| AL | — ATLANTHUS |
| B | — BIRCH |
| BE | — BEECH |
| C | — CEDAR |
| CA | — CRABAPPLE |
| CH | — CHESTNUT |
| CR | — CHERRY |
| DG | — DOGWOOD |
| H | — HICKORY |
| JM | — JAPANESE MAPLE |
| LO | — LOCUST |
| M | — MAPLE |
| O | — OAK |
| P | — PINE |
| S | — SPRUCE |
| SA | — SASSAPARILLA |
| SY | — SYCAMORE |
| YP | — YELLOW POPLAR |
| MU | — MULTI |
| TR | — TRIPLE |
| TW | — TWIN |

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD. STAMFORD CONN. DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONNECTICUT COORDINATE SYSTEM OF 1983
HORIZONTAL DATUM: NAD 83 (2011) EPOCH 2011.0000
VERTICAL DATUM: NAVD 88

CORS CONTROL DATA (JANUARY 18, 2018)

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.000 | CTDA/ARP |
| NVWV | 592526.204 | 705618.142 | 309.201 | NVWV/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "T-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "A-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

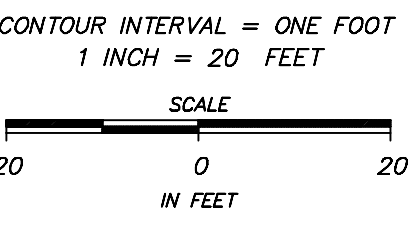
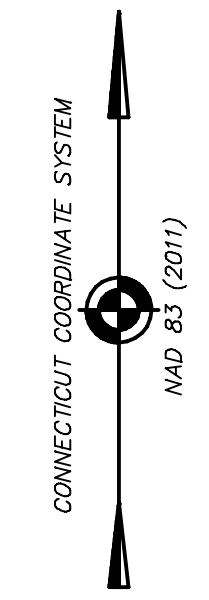
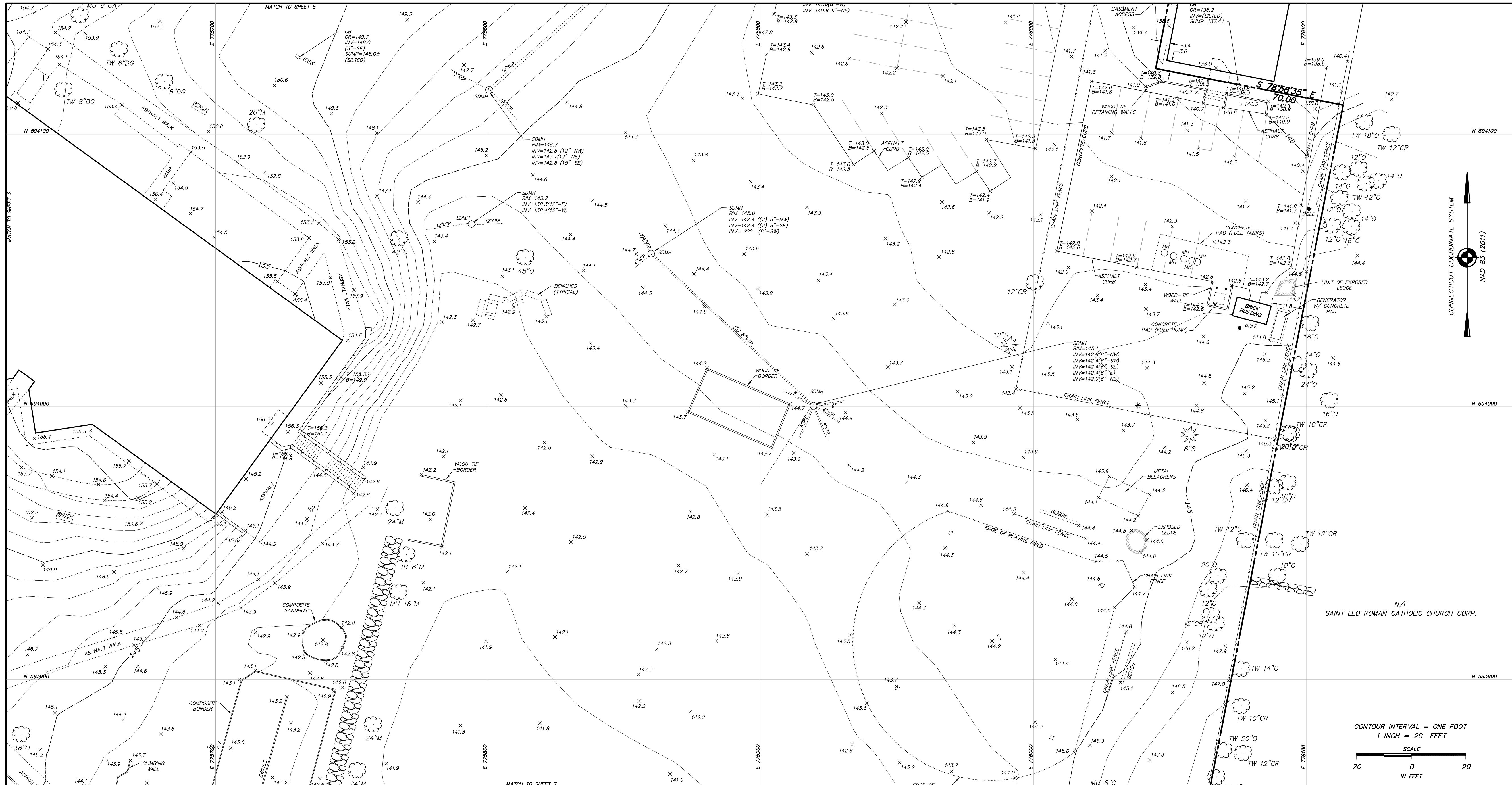
REFER TO: MAP No. 4830, 5164 S.L.R.
AREA = 13.2862 ACRES
NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.

EDWIN W. RHODES, III SURVEYOR
CT LS No. 70436
RIVERSIDE, CONNECTICUT MAY 2, 2022



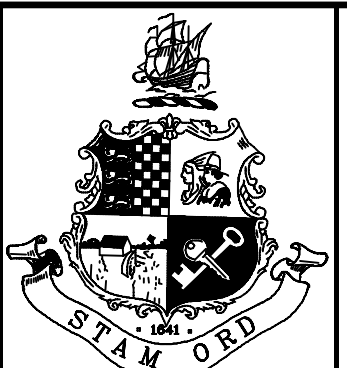
Surveying Consultant

D'ANDREA SURVEYING & ENGINEERING, P.C.

- LAND PLANNERS
- ENGINEERS
- SURVEYORS

P.O. BOX 549
SIX NEIL LANE
RIVERSIDE, CONNECTICUT 06878
(203) 637-1779
(203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|-----|
| 0 | 5/2/22 | SURVEY | EWR |
| REVISIONS | | | |
| FILE NO. | | | |



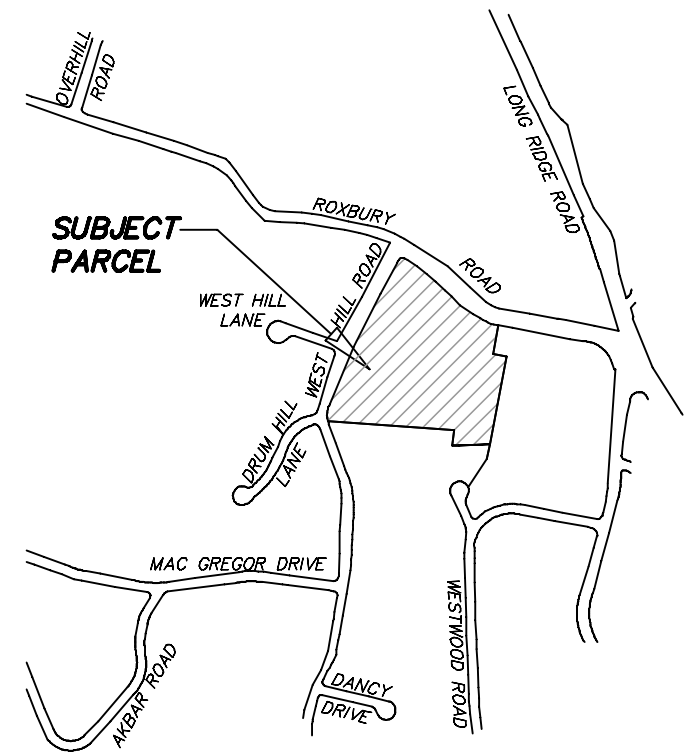
CITY OF STAMFORD CONN.
BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

| | | | |
|--|---------|-------------|---------|
| SURVEYED BY | DATE | DRAWN BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DESIGNED BY | DATE | CHECKED BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |
| | | | |

| | |
|--|---------------------|
| TITLE | SCALE AS SHOWN |
| ROXBURY SCHOOL 751 WEST HILL ROAD | PROJECT NO. |
| EXISTING CONDITIONS | SHEET NO. 6 OF 7 |

PLAN LEGEND

| | | | |
|------|---------------------------|--|--|
| MH | MANHOLE | | GUIDE RAIL |
| SDMH | STORM DRAIN MANHOLE | | WOOD FENCE |
| SSMH | SANITARY SEWER MANHOLE | | RETAINING WALL |
| TMH | TELEPHONE MANHOLE | | MASONRY WALL |
| EMH | POWER COMPANY MANHOLE | | STONE WALL |
| CP | CLEANOUT | | HANDICAP PARKING SPACE |
| WG | WATER GATE | | PARKING SPACE |
| LP | LIQUEFIED PETROLEUM COVER | | BUSH |
| CATV | CABLE TELEVISION BOX | | HEDGE |
| * | FIRE HYDRANT | | DECIDUOUS TREE |
| □ | CATCH BASIN | | CONIFEROUS TREE |
| ⊙ | LIGHT POST | | ASPHALT CURB |
| • | UTILITY POLE | | CONCRETE CURB |
| — | UTILITY POLE W/ GUY WIRE | | EXISTING CONTOUR |
| — | SIGN | | EXISTING SPOT ELEVATION |
| • | BOLLARD | | APPROXIMATE LOCATION OF SUBSURFACE UTILITY |
| — | PROPERTY LINE | | C-CABLE, E-ELECTRIC, T-TELE, W-WATER |



LOCATION MAP - 1"=1000'±

TREE LEGEND

- AI - ATLANTHUS
- B - BIRCH
- BE - BEECH
- C - CEDAR
- CA - CRABAPPLE
- CH - CHESTNUT
- CR - CHERRY
- DG - DOGWOOD
- H - HICKORY
- JM - JAPANESE MAPLE
- LO - LOCUST
- M - MAPLE
- O - OAK
- P - PINE
- S - SPRUCE
- SA - SASSAPARAS
- SY - SYCAMORE
- YP - YELLOW POPLAR
- MU - MULTI
- TR - TRIPLE
- TW - TWIN

REFERENCE IS MADE TO A CERTAIN MAP ENTITLED "CITY OF STAMFORD MAP SHOWING ROXBURY SCHOOL PROPERTY AT ROXBURY RD. & WEST HILL RD. STAMFORD CONN. DATED 1955 AND ON FILE IN THE CITY OF STAMFORD ENGINEERING DEPARTMENT.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, INCLUDING PHYSICAL EVIDENCE, AND UTILITY COMPANY SKETCHES. DEPICTED UTILITIES ARE APPROXIMATE, AND MAY BE INCOMPLETE. SURVEY DECLARATION OF ACCURACY DOES NOT EXTEND TO THE PLOTTING OF UNDERGROUND UTILITIES. UNDERGROUND UTILITY LOCATION SHALL BE FIELD VERIFIED AND MARKED PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES. "CALL BEFORE YOU DIG," 1-800-922-4455.

HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM (GPS). BEARINGS AND DISTANCES ARE BASED ON THE CONNECTICUT COORDINATE SYSTEM OF 1983, NAD83 (2011) EPOCH 2011.0. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

CONNECTICUT COORDINATE SYSTEM OF 1983
HORIZONTAL DATUM : NAD 83 (2011) EPOCH 2011.0000
VERTICAL DATUM : NAVD 88

CORS CONTROL DATA (JANUARY 18, 2018)

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|-------------|
| LAMT | 564514.479 | 680126.664 | 398.611 | LAMT/ARP |
| CTDA | 585635.404 | 791193.144 | 56.00 | CTDA/ARP |
| NVW | 592526.204 | 705618.142 | 309.201 | NVW/ARP |

ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS MAP IS A TOPOGRAPHIC SURVEY. TOPOGRAPHIC DATA IS IN ACCORDANCE WITH CLASS "1-2" TOPOGRAPHIC ACCURACY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "1-2" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH SEC. 20-300b-20.

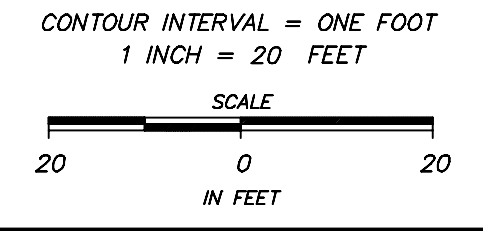
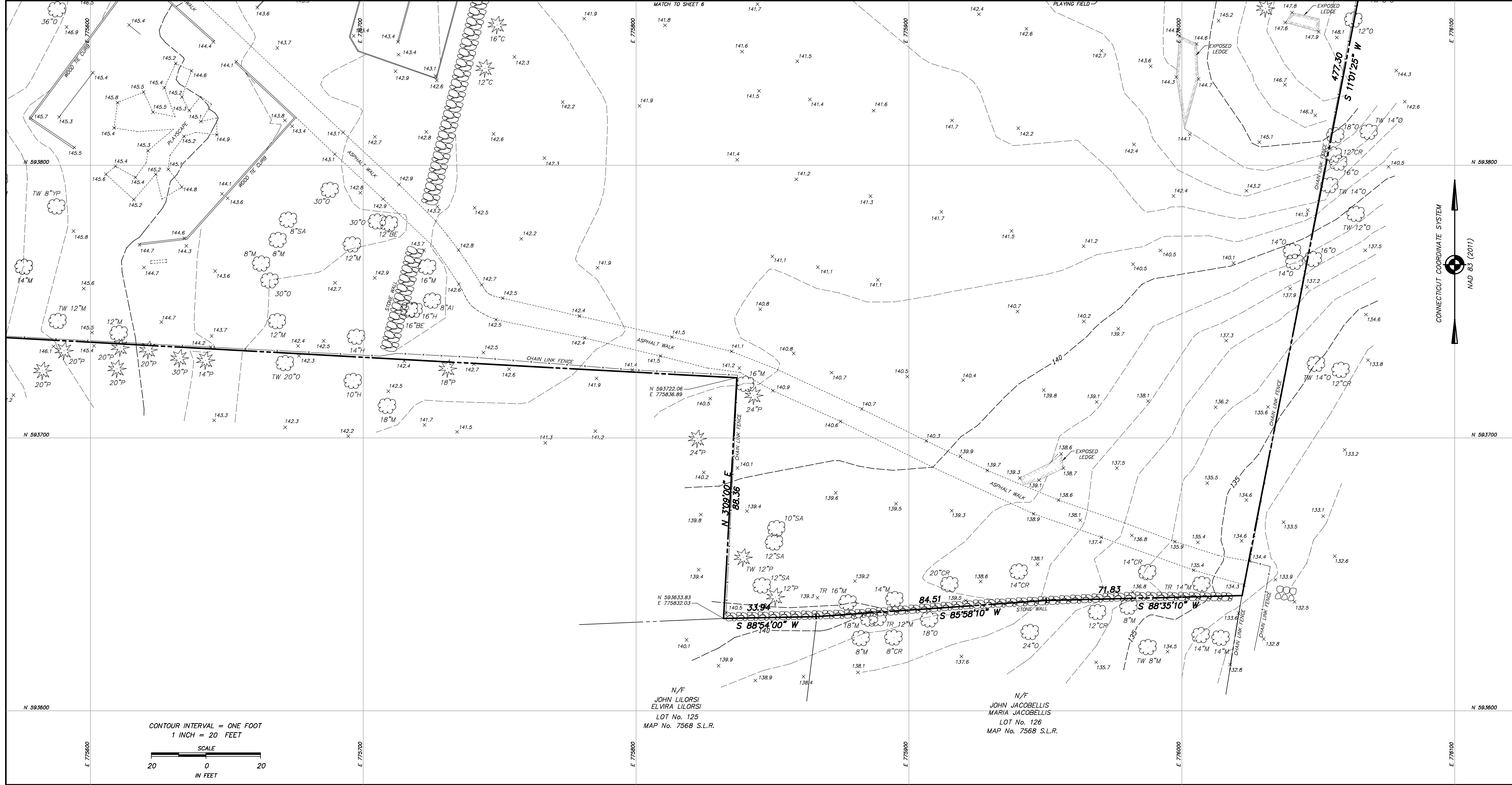
REFER TO: MAP No. 4830, 5164 S.L.R.
AREA = 13.2862 ACRES
NEW MONUMENTATION HAS NOT BEEN SET IN THE COURSE OF MAKING THIS SURVEY.

ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED.

D'ANDREA SURVEYING & ENGINEERING, P.C.

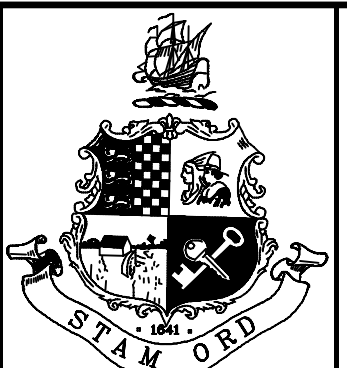
EDWIN W. RHODES, III SURVEYOR
CT LS No. 70436
RIVERSIDE, CONNECTICUT MAY 2, 2022



D'ANDREA SURVEYING & ENGINEERING, P.C.
 • LAND PLANNERS
 • ENGINEERS
 • SURVEYORS

P.O. BOX 549
SIX NEIL LANE
RIVERSIDE, CONNECTICUT 06878
(203) 637-1779
(203) 637-1770 (FAX)

| NO. | DATE | DESCRIPTION | CK. |
|-----------|--------|-------------|-----|
| 0 | 5/2/22 | SURVEY | EWR |
| REVISIONS | | | |
| FILE NO. | | | |



CITY OF STAMFORD CONN.
BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

| | | | |
|--|---------|-------------|---------|
| SURVEYED BY | DATE | DRAWN BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DESIGNED BY | DATE | CHECKED BY | DATE |
| D'ANDREA SURVEYING & ENGINEERING, P.C. | 5/02/22 | EWR | 5/02/22 |
| DES. SUPV. | DATE | INSP. SUPV. | DATE |
| | | | |

| | |
|--|---------------------|
| TITLE | SCALE AS SHOWN |
| ROXBURY SCHOOL 751 WEST HILL ROAD | PROJECT NO. |
| EXISTING CONDITIONS | SHEET NO. 7 OF 7 |

MAYOR
CAROLINE SIMMONS



PURCHASING MANAGER
ERIK J. LARSON
Phone: (203) 977-4107
Email: elarson@stamfordct.gov

CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

ADDENDUM NO. 1
(November 17, 2023)

Request for Proposals No. 2024.0191
City RFP - Architectural / Engineering Services for New Roxbury K-8 School

Addendum No. 1 is being issued to all potential respondents to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the RFP Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments should be acknowledged in the space provided on the RESPONDENT'S INFORMATION AND ACKNOWLEDGEMENT FORM. Failure to do so may subject the Bidder to disqualification.

Responses to inquiries received follows:

Section 4.1 is revised as follows:

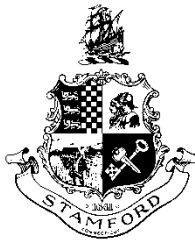
4.1 Process

This is a two-part process. The City of Stamford issued RFQ 2024.0008, the Selection Committee then reviewed the qualifications of the proposers based on documentation submitted and follow-up interviews. This RFP has been issued to no more than four firms in accordance with Connecticut General Statutes. The Selection Committee will hold interviews on or around the week of ~~December 4th, 2023~~ January 1, 2024 and shall review and evaluate the responses (considering the criteria and process established in CGS Sec.10-287(b)(2) and Sec. 23-18.1.B1 of City Ordinance No. 865 as amended, using the Quality Based Selection as a final selection to determine the highest qualified firm.

All other terms and conditions of **RFP No. 2024.0191** remain the same.

Erik J. Larson
Purchasing Agent

Cc: Domenic Tramontozzi, Sr. Construction Manager
Purchasing Department File



CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

ADDENDUM NO. 2
(December 8, 2023)

Request for Proposals No. 2024.0191
City RFP - Architectural / Engineering Services for New Roxbury K-8 School

Addendum No. 2 is being issued to all potential respondents to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the RFP Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments should be acknowledged in the space provided on the RESPONDENT'S INFORMATION AND ACKNOWLEDGEMENT FORM. Failure to do so may subject the Bidder to disqualification.

Responses to inquiries received follows:

Attachments:

- Updated City of Stamford Insurance Requirements (same as that issued as part of RFQ 2024.0008 Addendum #1).

Responses to Submitted Inquiries:

Q1 Regarding leasing or acquisition of land, what is the intended purpose? Have specific land parcels of interest been identified? Would the school remain occupied and in operation during construction?

A No parcels are currently identified for leasing or acquisition. The purpose is to see if the design team sees an advantage to acquiring land for the project. Yes, the existing school would remain open during construction.

Q2 Our team (and associated consultants) have a major question regarding the Insurance Requirements listed in your RFP for the Roxbury K-8 School. The minimum amount of PLI that must be carried is indicated as \$10,000,000 and should extend to our subconsultants.

A See revised Insurance Requirements included as part of this Addendum 2.

Q3 Under the sixth bullet, the team is to discuss advantages/disadvantages to leasing or acquiring land near the project site. Are there particular sites or parcels of property that are specifically being targeted?

A See Answer to Q1.

Q4 During the RFQ phase, the requirement for Professional Liability insurance was revised to \$5,000,000 per claim / in aggregate, however the RFP indicates \$10,000,000 coverage. Can you please confirm the insurance requirements for this project?

A See revised Insurance Requirements included as part of this Addendum 2

Q5 Will the architect's sub-consultants be required to carry the same insurance coverages, or is there the possibility of reviewing, by discipline, during contract discussions?

A See revised Insurance Requirements included as part of this Addendum 2

Q6 Is it possible to confirm if all firms providing a fee proposal will be invited to interview during the week of January 1st, or if the City will cut down to a shorter list following fee reviews?

A Yes, all four firms providing a fee proposal will be interviewed.

Q7 Are the fees for LEED Silver Certification to be included in our fee or will they be paid directly by the City?

A City will pay for the LEED certification fees.

Q8 Do you anticipate that the traffic studies for Westhill High School will be completed prior to the commencement of this project? If so, will they be provided to the selected firm? We anticipate that much of this work will be similar given the proximity of the sites.

A The City does not expect that the Westhill High School traffic studies will be complete prior to the commencement of this project. Yes, drafts and final traffic studies will be shared with the selected design team for this project when available.

Q9 If the City has selected a preferred conceptual option for Westhill High School, can this be shared with respondents?

A No, a preferred concept plan has not been finalized yet. Once one is approved it will be shared.

Q10 Regarding Bullet #1 in the RFP document. Each team member's proposed dedicated time allocation for each phase of the project. Usually, this request is focused on the architectural team members. Can you confirm if this is correct, or is the City requesting dedicated time allocation from EVERY design team member?

A A time allocation shall be provided for both Architectural and MEP consultant, if available those for structural and civil consultants would be helpful.

Q11 Please verify that the Professional Liability Insurance coverage (page 169 of RFP) is \$10,000,000 minimum rather than \$5,000,000 as clarified at the RFQ phase.

A See revised Insurance Requirements included as part of this Addendum 2

Q12 Please clarify the intent of LEED compliance desired: CT High Performance only, LEED Silver minimum registration with USGBC, or LEED Silver minimum registration and certification with USGBC.

A LEED Silver minimum registration and certification with USGBC is required by City ordinance.

All other terms and conditions of **RFP No. 2024.0191** remain the same.

Erik J. Larson
Purchasing Agent

Cc: Domenic Tramontozzi, Sr. Construction Manager
Purchasing Department File

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Architectural/Engineering Services
For New Roxbury K-8 School
At 134 Roxbury Road, Stamford
State Project No. 23DASY135281N0623

The Consultant is 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 \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate 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) Coverage for Independent Contractors;
 - (f) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds;
 - (g) 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. Insurance

coverage should extend to any subcontracted work or services. The minimum limit of liability shall be \$5,000,000 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 renew 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | |
|--|---|------------------------------------|
| PRODUCER ABC Insurance Co. 123 Main Street City, State Zip | CONTACT NAME: Insurance Broker PHONE (A/C, No, Ext): 888-888-8888 E-MAIL ADDRESS: broker@insurance.com | FAX (A/C, No): 555-555-5555 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Sample Company 456 Sample Company City, State Zip | INSURER A: Insurance Co. 1 | NAIC # 11111 |
| | INSURER B: Insurance Co. 2 | 11112 |
| | INSURER C: Insurance Co. 3 | 11113 |
| | INSURER D: Insurance Co. 4 | 11114 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,000 |
| | <input checked="" type="checkbox"/> Independent Contractors | X | X | | | | MED EXP (Any one person) \$ XXX,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | X | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | X | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 123456789 | 01/01/2023 | 12/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N | N / A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Professional Liability/E&O | | X | 45678910 | 01/01/2023 | 12/31/2023 | Occur & Agg \$5,000,000 |

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

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 hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford, Board of Education and their employees, agents and officers.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Stamford 888 Washington Boulevard Stamford, CT 06901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.