CITY OF ANSONIA PUBLIC SCHOOL DISTRICT
ANSONIA SCHOOL BUILDING COMMISSION

Request for Qualifications and Request for Proposals
for Construction Management-At-Risk Services
State Project Nos: 002-0061 N/PS and 002-0062 N/BERFQ/RFP
Issue Date: October 7, 2026

RFQ/RFP ADDENDUM NO. 2 - OCTOBER 21, 2026

TO: All Prospective Proposers

FROM: Ansonia School Building Commission

DATE: October 21, 2026

This Addendum No. 2 to City of Ansonia Public School District and Ansonia School Building Commission ("SBC") Request for Qualifications and Request for Proposals for Construction Management-At-Risk Services issued October 20, 2026 ("RFQ/RFP") is being issued by the SBC to Response the following RFIs and Requests for Information ("RFIs") received by the SBC in connection with the RFQ/RFP, and amends and modifies the RFQ/RFP to include the following RFIs/Requests for Information, and the SBC's Responses, as follows:

REQUESTS FOR INFORMATION/RESPONSES

RFI #1: **Please provide an additions/deletions report for the AIA documents. AIA 133 and A201 in particular.**
Response #1: The AIA 133 and A201 additions and deletions report are included as exhibit A.

RFI #2: **Will the building permit fee be waived by the city? Or should the CM include the permit fees in the general conditions as outlined in Exhibit A-1?**
Response #2: It is anticipated the building permit fee will be waived by the city. The construction manager shall carry the Connecticut State Education Fee in their general conditions.

RFI #3: **Please provide a draft of the PLA (Project Labor Agreement).**
Response #3: A draft of the PLA is in development and is not available at this time.

RFI #4: **Confirm who provides the Builders Risk insurance.**
Response #4: The owner will be carrying the Builders Risk Insurance Policy.

RFI #5: **Within RFQ Section 7.2.3.3, Relevant Prior Experience and References, it requests that for each project listed, the Proposer "state the total amount of compensation paid by the project owner to the Proposer as compensation for all construction phase services and work". Can you please clarify what specific information should be provided to satisfy this requirement?**
Response #5: Provide the final executed GMP value for the project.

RFI #6: **Please confirm that the Central Administrative Offices will be a standalone building from the middle school.**
Response #6: The Central Administration offices will be part of the middle school building, not a standalone.

RFI #7: **Please confirm the total project budget and total construction budget?**
Response #7: The total project budget is $100m and the total construction budget is $80m.

RFI #8: **The RFP Schedule indicates an early Phase 1 bid process in approx. September 2027 but does not show construction starting until January 2028 following Phase 2 bidding. Please confirm that this is correct and whether the total construction months that should be assumed in our submission is 18 months (1/28 through 6/29).**
Response #8: Phase 1 bidding and construction will focus primarily on site preparation, including clearing and logistics. The construction manager and project team will finalize this phase's full scope.

RFI #9: **When submitting our cost proposal, should the full cost of the CMR's P&P Bonds and General & Professional Liability Insurance be included in our lump sum general conditions cost (item B2 on cost proposal sheet) per exhibit A-1 or only expressed as a percentage of the cost of the work per items C & B?**
Response #9: Both the full cost and percentage rates shall be provided as requested. Please use the budgetary figures in the response to RFI 7.

RFI #10: **Also, Exhibit A-1 notes to include the cost of the building permit & state education fee in our lump sum General Conditions/ Requirements. Please clarify if we are to carry the full fee or just our time necessary to coordinate and submit permit application to the building department, permit fee(s) by owner?"**
Response #10: See RFI 2.

All Project requirements set forth in the RFQ/RFP, except to the extent specifically added, amended or modified by this Addendum and the foregoing Response to RFIs and RFIs, remain unchanged and in full effect.

The deadline for submission of qualifications and proposals stated in the RFQ/RFP remains unchanged.

Proposers must acknowledge receipt of this Addendum No. 2 in the appropriate location on their Fee Proposal form.

END OF ADDENDUM NO. 2

Additions and Deletions Report for
AIA® Document A133® – 2019

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 12:54:11 EDT on 10/16/2026.

PAGE 1:

AGREEMENT made as of the____ day of_____ in the year 20__

~~(Name, legal status, address, and other information)~~

City of Ansonia, Connecticut, acting through its School Building Commission

Ansonia City Hall

253 Main Street

Ansonia, CT 06104

[NAME]

[ADDRESS]

Construction of the new Ansonia Middle School and Ansonia Public School District Central Administrative Offices at 64 and 78 Pulaski Highway, Ansonia, Connecticut 06401.

State Project No: 002-0061 N/PS

State Project No: 002-0062 N/BE

~~(Name, legal status, address, and other information)~~

~~The Owner and Construction Manager agree as follows.~~

PAGE 2:

~~TABLE OF ARTICLES~~Tecton Architects, P.C.

34 Sequassen Street, Suite 200

Hartford, CT 06106

The Owner and Construction Manager agree as follows.

In the event the Construction Manager performs services in connection with the Project prior to the execution of this

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Agreement, it is the intent of the parties to this Agreement that all of the terms and conditions of this Agreement and all other Contract Documents shall govern and apply to such services as if this Agreement had been executed prior to the commencement of such services.

TABLE OF ARTICLES

§ 1.1 ~~This Agreement is based on the Initial Information~~The Initial Information provided by the Owner is set forth in this Section 1.1.

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Not Applicable

See Exhibit to this Agreement - City of Ansonia and Ansonia School Building Commission Request for Qualifications and Proposals for Construction Management-at-Risk Services for the New Middle School and Central Administrative Offices, State Project No: 002-0061 N/PS and 002-0062N/BE, issued October 7, 2026 and Addenda # dated (the "RFQ/RFP").

See New Ansonia Middle School Educational Specifications dated May 1, 2023 prepared for Ansonia Public Schools by SLAM Collaborative, and Educational Specifications Ansonia for Ansonia Public Schools Central Office, dated April 24, 2023, prepared for Ansonia Public Schools by SLAM Collaborative, within Exhibit to this Agreement (the RFQ/RFP).

See Exhibit to this Agreement - Preliminary Project Schedule prepared by the Construction Manager (dates subject to confirmation and approval by the Ansonia School Building Commission).

The Project will include a new Middle School building that will host grades six through eight, and a new Administrative Offices building. The Project will be constructed on 64 and 78 Pulaski Highway. The new Middle School will serve an eight-year peak projected enrollment of 590 students, will have an estimated gross building square footage of 126,776 square feet, and must be designed such that the new building as-constructed is a new, modern, and educationally sound facility that supports collaborative and interactive learning.

The Administrative Offices portion of the project will have an estimated gross square footage of 5,681 square feet. The total Project square footage, including the Middle School and Administrative Offices, is estimated at 132,457 square feet. The building design for the Project shall incorporate sustainable energy strategies that may be accommodated with the construction budget of $80 million.

For additional information see New Ansonia Middle School Educational Specifications dated May 1, 2023 prepared for Ansonia Public Schools by SLAM Collaborative, and Educational Specifications Ansonia for Ansonia Public Schools Central Office, dated April 24, 2023, prepared for Ansonia Public Schools by SLAM Collaborative, within Exhibit to this Agreement.

The Owner's budget for the Guaranteed Maximum Price includes the approximate amount of $80,000,000 for the cost of construction of the Middle School and Administrative Offices, inclusive of potential escalation costs. The portion of the total Project budget allocated to FF&E is approximately $2,500,000, inclusive of costs for items including but not limited to furniture, fixtures, network equipment, servers, computers, printers, playground equipment and surface and other associated equipment as selected by the School Building Commission and City.

.1Design phase milestone dates, if any: See Exhibit : Preliminary Project Schedule (dates subject to confirmation and approval by the School Building Commission)

.2Construction commencement date: See Exhibit : Preliminary Project Schedule (dates subject to confirmation and approval by the School Building Commission)

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.3Substantial Completion date or dates: See Exhibit : Preliminary Project Schedule (dates subject to confirmation and approval by the School Building Commission)

.4Other milestone dates: See Exhibit : Preliminary Project Schedule (dates subject to confirmation and approval by the School Building Commission)

See Exhibit : Preliminary Project Schedule (dates subject to confirmation and approval by the School Building Commission)

The Project is to be designed in accordance with all applicable laws including, Regulations of Connecticut State Agencies Section 16a-38k-1 through and including Section 16a-38k-9, establishment of the State of Connecticut High-Performance Building Construction Standards for State-Funded Buildings. The building design for the Project shall incorporate sustainable energy strategies that may be accommodated within the budget for the Guaranteed Maximum Price stated in Section 1.1.3.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, (or such other form of agreement to which the parties mutually agree), into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

None

Robert Evans, Director of Facilities, Ansonia Public Schools

42 Grove Street

Ansonia, CT 06401

bevans@ansonia.org

Tel: 203-736-5060 ext. 2610

The OPM retained by the Owner. See Section 1.1.10.6.1.

.1 ~~Geotechnical Engineer:~~Commissioning Agent: To be determined and selected by the Owner.

.2~~Civil Engineer:~~Third-party storm water monitoring consultant (if required for the Project): To be determined and selected by the Owner.

~~.3 Other, if any:~~

~~(List any other consultants retained by the Owner, such as a Project or Program Manager.)~~

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.3Third-party building envelope consultant (if required for the Project, for design and inspections): To be determined and selected by the Owner.

.4Third-party code consultant for permit review (if required by local authorities): To be determined and selected by the Owner.

§ 1.2 The Owner and Construction Manager may reasonably rely on the Initial Information~~. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's~~

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~~compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information~~ for the purposes of the Preconstruction Phase of the Project. The Initial Information shall not be relied upon by the Construction Manager in the performance of the Work nor shall any part of the Initial Information constitute a Contract Document (as defined in Section 2.1) except to the extent such Initial Information is identified as a Contract Document in the Guaranteed Maximum Price Amendment (as defined in Section 2.1).

.5Third-party structural inspection (if required by local authorities): To be determined and selected by the Owner.

.6 Other consultants and contractors:

.1 Third-Party project manager/Owner's representative consultant services (the "OPM"):

Arcadis U.S., Inc.

213 Court Street, Suite 700

Middletown, CT 06457

Attn: John J. Butkus, AIA

Tel: 860-503-1510

Mobile: 860-682-2034

E-mail: John.butkus@arcadis.com

.2Materials testing laboratory and inspection services during construction: By a contractor/vendor to be determined and selected by the Owner.

.3Contractor for site clearing (if required for the Project to provide access for preconstruction phase Geotechnical Services by the Architect's Consultants): By a contractor to be determined and selected by the Owner.

Jeff Wyszynski, AIA, Principal, COO

Principal in Charge

Tecton Architects, P.C.

34 Sequassen Street, Suite 200

Hartford, CT 06106

Tel: 860-990-6950

JeffW@tectonarchitects.com

~~(List name, address, and other contact information.)~~

[NAME/TITLE]

[ADDRESS]

[ADDRESS]

[Tel No.]

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[E-mail:]

~~(List any Owner-specific requirements to be included in the staffing plan.)~~

[To be determined]

~~(List any Owner-specific~~ The process and requirements for ~~subcontractor~~Subcontractor procurement.~~)~~ are set forth in Article 9.

§ 1.1.15 Other Initial Information ~~on which this Agreement is based:~~provided by the Owner: [To be determined]

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The Construction Manager shall be responsible for the performance of the Work in accordance with the Contract Documents, the Conditions (as hereafter defined), and Applicable Laws (as hereafter defined), and the Construction Manager shall obtain and post all necessary permits at the site. The term "Conditions" shall mean and include all applicable laws, rules, regulations, ordinances, codes, orders, guidelines, standards, and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter. The term "Applicable Laws" shall mean and include the Conditions and all applicable local, state, and federal laws, statutes, ordinances, codes, building codes, rules, regulations, permits, and orders enacted, promulgated, issued, or ordered by any governmental body or public or quasi-public authority having jurisdiction over the Work, the Construction Manager, and/or the site of the Project.

The Contract Documents consist of this Agreement, AIA Document A201-2017 General Conditions of the Contract ~~(General, Supplementary and other Conditions~~for Construction as modified by the Owner and Construction Manager and appended hereto (as so modified, referred to hereinafter as the "AIA Document A201-2017"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement as Contract Documents, all of which form the Contract for Construction between the Owner and Construction Manager (the "Contract") and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and execution of the Guaranteed Maximum Price Amendment, the Contract Documents will also include the Guaranteed Maximum Price Amendment executed by the parties, the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment as Contract Documents, documents appended as exhibits to the Guaranteed Maximum Price Amendment, and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's professional skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests, all of which shall be consistent with the Contractor's Standard of Care (as defined in Section 3.1.2.3 of the AIA Document A201-2017). The Owner agrees to endeavor to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. It is understood that the Owner has engaged the services of the OPM to perform and provide program management and project oversight services to meet the program management and oversight needs and requirements of the Owner in connection with the Project. The Construction Manager shall work with and assist the OPM.

§ 2.3 ~~General Conditions~~Nondisclosure

Any information obtained by the Construction Manager from the Owner or Architect may not be used, published, distributed, sold or divulged by the Construction Manager, its Subcontractors, or any Sub-subcontractors for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior

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written consent of the Owner. Any information obtained by the Construction Manager or its Subcontractors or any Sub-subcontractors that is designated by the Owner in accordance with Applicable Law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 2.4 Applicable Law

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The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price under the Guaranteed Maximum Price Amendment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.34.1 ~~For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction~~The "Agencies" mean and include the Department of Administrative Services of the State of Connecticut (the "CTDAS"), including its Office of Grants Administration ("OGA"); the Department of Education of the State of Connecticut; Connecticut Office of the State Building Inspector; Connecticut Office of the State Fire Marshal; Connecticut Department of Public Health; the following Boards, Committees, Commissions, and Departments of the City of Ansonia, Connecticut (as applicable): Board of Education, Board of Health, Board of Human Services, Building Code Board of Standards & Appeals, Planning & Zoning Board of Appeals, Board of Alderman, Architectural Review Committee, Energy Committee, Inland Wetlands & Watercourses Agency, Planning & Zoning Commission, Fire Department, Police Department, and Public Works Department; and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Agencies or such other governmental authorities.

§ 2.4.2 Without limiting the responsibility of the Construction Manager under other provisions of the Contract Documents, the Construction Manager shall conduct the Work in accordance with all Applicable Laws, including without limitation, that:

.1Construction Manager will comply with the requirements of Connecticut Regulation Sections 16a-38k-1 through 9 (High Performance Building Requirements), including any waste stream management requirements to the extent such High Performance Building Requirements are specified in the Contract Documents;

.2Construction Manager will provide Change Orders and supporting documents and other required documentation in the form required by the DAS and any other of the Agencies;

.3 Construction Manager will comply with bidding requirements of Section 3.1.12 herein; and

.4 Construction Manager will maintain records and reports as required by the DAS and other Agencies.

§ 2.4.3 Notwithstanding anything to the contrary in this Agreement or the other Contract Documents, the Construction Manager shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with Applicable Law.

§ 2.5 General Conditions

§ 2.5.1 For the Preconstruction Phase, the AIA Document A201–2017, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in AIA Document A201–2017 shall mean the Construction Manager.

§ 2.35.2 For the Construction Phase, the general conditions of the ~~contract~~Contract shall be ~~as set forth in~~AIA Document

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A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in AIA Document A201–2017 shall mean the Construction Manager.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of AIA Document A201-2017 referenced in Section 2.35.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The ~~Construction Manager shall identify a representative authorized~~individual identified in Section 1.1.12 is the Construction Manager's authorized representative to act on behalf of the Construction Manager with respect to the Project, and such individual may not be changed without the Owner's prior approval, which shall not be unreasonably withheld.

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§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, ~~an estimate~~estimates of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the ~~estimate~~estimates those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The ~~estimate~~estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that ~~the~~an estimate of the Cost of the Work exceeds the latest approved Project budget~~, and make recommendations for corrective action.~~ for the cost of construction of the Work, engage in budget reconciliation and control sessions and meetings with the Owner and Architect as requested by the Owner, and make recommendations for corrective action. Unless otherwise instructed by the Owner, the Construction Manager shall provide such cost estimates when the Schematic Design Documents are 100% complete, the Design Development Documents are 100% complete, and when the Construction Documents are 90% complete. The cost estimates shall be broken down by trade or scope package and by phase of construction, shall include supporting data, and shall include provisional budget-cash flow analysis. The cost estimates shall include recommendations for cost reduction measures to meet the Owner's budget for the cost of construction. The cost estimates will also have a comparison to the Construction Manager's historical cost data for similar size and project type. Cost estimates provided to the Owner will be reviewed by Owner's representative and Architect to ensure estimated costs are consistent with the latest approved Project budget for construction of the Work. The Construction Manager shall collaborate with the Architect as necessary for the development of the construction cost estimates, including attending meetings with the Architect.

§ 3.1.3.3 ~~The~~If requested by the Owner, the Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

A detailed, preliminary milestone Project schedule prepared by the Construction Manager and approved by the Architect and accepted by the Owner is attached hereto as EXHIBIT ___ and made a part hereof (the "Preliminary Project Schedule"). When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect and/or are likely to affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5.1 The Construction Manager, in consultation with the Owner and the Architect, shall develop a detailed construction schedule for the Construction Phase, including construction phasing (as applicable). This schedule shall be updated monthly and distributed by the Construction Manager to the Owner and Architect.

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§ 3.1.6.32.1 If ~~the Architect is providing cost estimating services as a Supplemental Service~~any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall provide an explanation for the cost increase and collaboratively work with the Architect and the Architect's Sub-consultants to develop a list of value management/value engineering suggestions and/or other appropriate recommendations to reduce estimated costs, for submission to the Owner for review and approval. The Construction Manager shall participate in value engineering processes throughout the Preconstruction Phase and maintain one comprehensive Plan Completion Review log of value engineering and product proposals, and participate in other meetings as necessary. The Construction Manager agrees to work proactively with the Owner and the Architect to provide and evaluate options, based on the Construction Manager's experience and industry knowledge, for the Owner's review and acceptance. These options shall include system, scope, products, and constructability recommendations. The Construction Manager will be responsible for maintaining a complete log of all of the value engineering and product proposals.

§ 3.1.6.3 If the Architect is providing cost estimating services, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

The Construction Manager shall work collaboratively with the Architect and the Architect's subconsultants to develop the most cost-effective and efficient solutions to address site-related issues.

§ 3.1.7.1 The Construction Manager shall perform constructability review, material procurement reviews, and Drawing reviews, and shall maintain one comprehensive log throughout the Preconstruction Phase which shall identify and track potential obstacles in order to reduce and prevent errors, delays, and cost overruns. The Construction Manager shall submit written review comments at all major design submission phases (90% construction documents) and verify that all subsequently issued Drawings have resolved comments on prior versions of such Drawings or have been resolved via comment and/or Drawing and/or Specification updates.

§ 3.1.10 ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement~~The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price.

PAGE 10:

§ 3.1.11.1 ~~If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing~~The Construction Manager shall provide a subcontracting plan that complies with the requirements of the Contract Documents and Applicable Law and addresses the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.3 The processes described in Article 9 shall apply ~~if bid packages will be~~and be followed by the Construction Manager in connection with any bid packages issued during the Preconstruction Phase.

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept and assume all responsibility for them.

The Construction Manager shall comply with ~~applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities~~and give notices in accordance with all Applicable Laws that are applicable to its performance under this Contract, and with equal employment opportunity programs~~,~~ and other programs as may be required by governmental and quasi-governmental authorities (including, without limitation, those set forth in Section 9.3 of this Agreement). The Construction Manager shall be responsible for all fines and penalties assessed against the Owner or the

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Construction Manager by a governing authority to the extent such fines and penalties arise from the violation of any of the foregoing by the Construction Manager, any Subcontractor or Sub-subcontractor (as defined in Section 5.1 of the AIA Document A201-2017), or anyone for whom or which any of them is responsible.

~~§ 3.1.14 Other Preconstruction Services~~

~~Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document~~

~~(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)~~

§ 3.1.13.1 Project Labor Agreement Compliance.

The Construction Manager shall comply with and give notices in accordance with any project labor agreement ("Project Labor Agreement" or "PLA") entered into by the City in connection with the Project, as such PLA may be amended from time to time. Any such PLA shall be subject to material change at any time while this Agreement is in effect, at the sole and absolute discretion of the Owner.

§ 3.1.14 Other Preconstruction Services

The Construction Manager shall provide the additional Preconstruction Phase services set forth in Sections 3.1.14.1 through 3.1.14.5 and any other additional services expressly identified as Preconstruction Phase services in any other Contract Document.

§ 3.1.14.1 The Construction Manager shall develop and propose to the Owner a graphic site logistics plan for the Construction Phase of the Work, including phasing, relocation, temporary structures, etc., as applicable, and showing lay-down areas and access in and out of the Project site.

§ 3.1.14.2 The Construction Manager shall develop and propose to the Owner a Project-specific quality assurance plan and safety plan for the Construction Phase of the Work, which includes, but is not limited to, requirements for Project safety, quality assurance, and schedule adherence.

§ 3.1.14.3 The Construction Manager shall, in consultation with the Owner and Architect, establish written procedures for close-out of the Project at the end of the Construction Phase after Substantial Completion of the Work.

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§ 3.1.14.4 During the Preconstruction Phase, Construction Manager shall:

.1 Attend public meetings and participate in public presentations as requested by the Owner;

.2 Participate in Connecticut High Performance Building requirements, and commissioning meetings;

.3 Participate in Permit Process Administration;

.4Submit and coordinate building permit and city approvals in order to prevent delays in the commencement of construction of the Work; and

.5 In coordination with the Owner and Architect, develop "front-end" specifications.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare and submit a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price proposal shall be consistent with, and comply with, the requirements of this Section 3.2. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work (including without limitation the General Conditions Costs Lump Sum as defined in Section 3.2.4.1

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below), the Construction ~~Manager's contingency~~Contingency defined and described in Section 3.2.4.2, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development by the Architect, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order or Construction Change Directive.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following and such other information and documentation as may be required by the Owner or the Agencies:

.2A list of the clarifications and assumptions made by the Construction Manager in ~~the preparation of~~establishing the Guaranteed Maximum Price and preparing the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3A list of all allowances to be included in the statement of the proposed Guaranteed Maximum Price under Section 3.2.3.5;

.4A list and schedule of all Alternates and Unit Rates, to the extent required by the Contract Documents for any portion of the Work;

.5A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances if permitted; the ~~Construction Manager's contingency set forth in Section 3.2.4~~General Conditions Cost Lump Sum; the Construction Contingency; and the Construction Manager's Fee;

.46The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based~~; and~~ along with the Proposed Construction Schedule;

.7A proposed Schedule of Values for the Work, which shall segregate the Cost of the Work for the Central Administrative Offices portions of the Project from the Cost of the Work for the remainder of the Project in accordance with DAS rules and requirements related to any State of Connecticut school building project grant(s) for the Project (the "DAS Grants") so as to maximize grant reimbursement of eligibility of the Cost of the Work;

.5~~8~~A ~~date by which the Owner must accept the Guaranteed Maximum Price.~~proposed Billing Schedule; and

.9A period of time (of not less than forty-five (45) days after the date of the Construction Manager's submission of the Guaranteed Maximum Price proposal in accordance with the terms and conditions of this Agreement) during which such proposal may not be unilaterally modified or withdrawn by the Construction Manager (the "Proposal Period").

§ 3.2.4 ~~In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order~~ Construction Contingency and General Conditions Costs

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.5The amount of the Construction Contingency will be fixed as a component of the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment after all Subcontracts have been awarded and will, under no circumstances, exceed three percent (3.0%) of the Cost of the Work reflected in the Guaranteed Maximum Price Amendment.

§ 3.2.4.1 General Conditions Costs and General Conditions Lump Sum. "General Conditions Costs" are the Construction Manager's indirect costs incurred in the performance of the Work, including without limitation general conditions/general requirements and costs for Project management and supervision by the Construction Manager's own employees, that are

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included as reimbursable under Sections 7.1 through and including 7.7, are not excluded from reimbursement pursuant to Section 7.8, and which indirect costs are identified as General Conditions or General Requirements costs in the General Conditions/General Requirements Reimbursable Costs Matrix appended to this Agreement as Exhibit . The Guaranteed Maximum Price shall include a fixed lump sum amount (the "General Conditions Costs Lump Sum") for General Conditions Costs, which is based on the average monthly amount of General Conditions Costs (the "GCC Monthly Amount") for each full month during which construction activities are anticipated to occur at the Project site during the Construction Phase of the Project. To the extent that the Construction Manager is entitled pursuant to Section 6.3.5 to an increase in the General Conditions Costs Lump Sum, such increase shall be based on the GCC Monthly Amount. This amount shall be subject to a per diem adjustment for any partial month. The Construction Manager shall not be entitled to an increase in the General Conditions Costs Lump Sum except as provided in Section 6.3.5.

§ 3.2.4.2 Construction Contingency

.1The "Construction Contingency" is the amount specified as the construction contingency within the Guaranteed Maximum Price which amount is available to reimburse the Construction Manager for unanticipated and unforeseeable costs provided such costs are of the type included in the definition of, and are properly reimbursable as, the Cost of the Work under Sections 7.1 through and including 7.7 hereafter but not the proper basis for a Change Order. The Construction Contingency shall not be used: to compensate the Construction Manager for changes in the Work as described in Article 7 of AIA Document A201 including any adjustments to any allowances included in the Guaranteed Maximum Price; to reimburse the Construction Manager for its costs in performing its obligations under the requirement of the Contract Documents that result from the negligence or willful misconduct of the Construction Manager.

.2No use of the Construction Contingency by the Construction Manager shall be permitted without prior written approval of the Owner, which approval shall not be unreasonably withheld. The Construction Manager shall account to the Owner and Architect for the allocation and use of the Construction Contingency on a monthly basis and in a manner and with such documentation as is reasonably required and deemed acceptable by the Owner.

.3Prior to incurring any cost for which the Construction Manager will request reimbursement from the Construction Contingency, the Construction Manager shall submit a written request to the Owner for Owner's consent to the reimbursement of such cost together with an explanation of the reason such cost is to be incurred together with documentation evidencing the amount of the expenditure(s) for which the Construction Manager requests reimbursement from the Construction Contingency. The Owner will use good faith efforts to respond to Construction Manager's request for use of the Construction Contingency within three (3) business days of receipt of such properly submitted request however, the failure to so respond shall not constitute a breach of the Owner's obligations under the Contract. The Construction Manager shall not be entitled to reimbursement of any such cost unless, prior to incurring such cost, the Owner provided such consent. The Construction Contingency shall not be used for any increase in General Conditions Costs except as may be agreed by the Owner in its sole discretion on a case-by-case basis, and as may be approved by DAS. Uses of the Construction Contingency that are approved by the Owner shall, subject to the Applicable Law or DAS's or OGA's rules and regulations relating to the DAS Grants for the Project, be submitted for approval to DAS as in-scope changes OGA change orders, each time a Notice of Change Order (DAS Form SGC 042.CO) is submitted to DAS by the Owner, Architect, and Construction Manager in connection with the Work.

.4The Construction Contingency shall not exceed three percent (3.0%) of the Construction Manager's estimate of the Cost of the Work included in the Guaranteed Maximum Price and reimbursable as a Cost of the Work under Article 7 but not included in a Change Order proposal and not including costs which are the basis for a Change Order, provided that, for the purposes of calculating the Construction Contingency, such estimated Cost of the Work shall not include the General Conditions Costs Lump Sum.

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§ 3.2.9 The Owner is exempt from the payment of sales, use, and similar taxes. The Construction Manager shall ~~include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed~~be familiar with the current regulations of the Connecticut Department of Revenue Services, and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the Guaranteed Maximum Price. A sales tax certificate will be provided by the Owner upon request.

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.6At final completion of the Work, one hundred percent (100%) of any unspent Construction Contingency shall inure to the benefit of the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the Proposed Construction Schedule (as defined in Section 3.2.13.1 of this Agreement) no later than thirty (30) calendar days after the date the Construction Manager submits the Guaranteed Maximum Price proposal to the Owner and the Architect. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both, or to the Proposed Construction Schedule. The risk of loss due to inconsistencies or inaccuracies in the Guaranteed Maximum Price and the Project Schedule and/or in the Guaranteed Maximum Price Amendment executed pursuant to Section 3.2.6, shall be the Construction Manager's, except to the extent any inconsistency or inaccuracy is due to the fault of the Owner or the Architect.

§ 3.2.6 If the Owner notifies the Construction Manager in writing prior to the expiration of the Proposal Period that the Owner has accepted the Construction Manager's Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal (as it may have been revised by mutual agreement of the Owner and the Construction Manager during the Proposal Period), the Guaranteed Maximum Price proposal shall be deemed effective upon the execution of the Guaranteed Maximum Price Amendment inclusive of terms and conditions required by and acceptable to the Owner, without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the terms of the accepted proposal including, without limitation, the agreed upon Guaranteed Maximum Price together with the information, documents, and assumptions upon which it is based.

§ 3.2.6.1 The Owner and Construction Manager acknowledge that the Guaranteed Maximum Price Amendment shall incorporate assumptions that:

.1the Guaranteed Maximum Price excludes federal tariffs enacted after the date of the Owner's acceptance of the Guaranteed Maximum Price proposal which result in increases to the Cost of the Work;

.2the Guaranteed Maximum Price excludes federal tariffs enacted after the date of the Construction Manager's Guaranteed Maximum Price proposal that is accepted by the Owner as proposed and that result in increases to the Cost of the Work; and

.3that the Guaranteed Maximum Price includes federal tariffs enacted as of the date of the Construction Manager's Guaranteed Maximum Price proposal, however, which do not take effect until a date thereafter.

§ 3.2.6.2 The Guaranteed Maximum Price shall be determined, and the Guaranteed Maximum Price Amendment executed, if at all, not later than ninety (90) days after the selection of the Subcontractor bids. Construction of the Work shall not commence prior to the determination of the Guaranteed Maximum Price upon execution of the Guaranteed Maximum Price Amendment.

§ 3.2.8 ~~The~~If necessary to clarify the scope of the Work, the Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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§ 3.2.10 If the Owner has not accepted the Guaranteed Maximum Price proposal prior to expiration of the Proposal Period, the Owner upon not less than fourteen (14) days' prior written notice to the Construction Manager given after expiration of the Proposal Period, and the Construction Manager upon not less than fourteen (14) days' prior written notice to the Owner given after expiration of the Proposal Period, may terminate this Agreement for convenience. In the event this Agreement is terminated pursuant to this Section 3.2.10, the Owner shall pay the Construction Manager the compensation for

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Preconstruction Phase services to the extent earned by the Construction Manager as of the effective date of termination. In the event of termination pursuant to Section 3.2.10, the Owner shall have no obligation to reimburse the Construction Manager for any costs incurred by the Construction Manager, except as provided in Section 5.1.1 of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.1.

§ 3.2.11 In the event of termination of this Agreement in accordance with the provisions of Section 3.2.10, upon payment by the Owner of the amount obligated under Section 3.2.10, the Owner's obligations to the Construction Manager shall be fully satisfied, and the Construction Manager shall be deemed to have fully released the Owner from any claims or liabilities. Further, the Construction Manager shall, upon request of the Owner following termination of this Agreement in accordance with Section 3.2.10, assign to the Owner any Subcontract, vendor contract, purchase order, letter of intent or other similar agreement that the Construction Manager has entered into in connection with the Work (any such assignment shall be subject to the terms and conditions of Sections 5.4.1.2, 5.4.1.3, 5.4.2, and 5.4.3 of AIA Document A201-2017).

§ 3.2.12 By executing the Guaranteed Maximum Price Amendment pursuant to Section 3.2.6 of this Agreement, the Construction Manager represents and warrants, which representation and warranty is hereby incorporated into such Guaranteed Maximum Price Amendment, that the Drawings and Specifications and other materials and information listed in the Guaranteed Maximum Price Amendment describe the scope, construction requirements, and design intent of the Work in detail sufficient to enable the Construction Manager to establish firmly the Guaranteed Maximum Price, subject to the agreed upon assumptions and clarifications identified in the Guaranteed Maximum Price Amendment. If drawings, clarifications, supplemental information, and other materials relating to the scope of the Work issued by the Architect or the Owner after execution of the Guaranteed Maximum Price Amendment are consistent with the Contract Documents, the Construction Manager shall not be permitted to claim any adjustment in the Guaranteed Maximum Price or the Proposed Construction Schedule by reason of the completion of drawings, clarifications, supplemental information, and other materials issued by the Architect or the Owner (collectively, "Supplemental Materials") after the date of the Guaranteed Maximum Price Amendment, in regard to items of Work that are reasonably inferable from, and not excluded by, the Contract Documents, unless otherwise provided in the Contract Documents.

§ 3.2.13 Contract Time

§ 3.2.13.1 As part of its Guaranteed Maximum Price proposal, the Construction Manager shall prepare and submit to the Owner for the Owner's review and approval a schedule for completion of the Work (as approved by the Owner, the "Proposed Construction Schedule"). The Proposed Construction Schedule shall comply with the requirements of Section 3.10 of the AIA Document A201-2017 and shall: (1) provide a graphic representation of material activities and events that will occur during performance of the Work; (2) identify each phase of construction separately; (3) identify the dates applicable permits and approvals will be sought and the expected date of receipt of such permits and approvals; (4) indicate a proposed cash flow schedule for the Project; (5) identify key dates for Owner-provided information and materials; (6) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents; and (7) specify the Substantial Completion Date for the purposes of this Section 3.2.13.

§ 3.2.13.2 TIME IS OF THE ESSENCE in achieving Substantial Completion of the Work within the Contract Time.

§ 3.2.13.3 The Project shall be deemed to have achieved Substantial Completion when the terms and conditions of Section 9.8 of AIA Document A201-2017 have been satisfied.

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§ 3.3.1.1 For purposes of Section 8.1.2 of AIA Document A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.2.~~2~~3 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect for approval a construction schedule for the Work (such construction schedule as approved, the "Construction Schedule") and a submittal schedule in accordance with Section 3.10 of ~~A201–2017~~AIA Document A201–2017. The Construction Schedule shall incorporate the Proposed Construction Schedule to the extent previously accepted and approved by the Owner. The Construction Schedule, as approved by the Owner, shall detail for all

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parts of the Work for which the Construction Manager has entered into Subcontracts, delivery milestones, approvals, inspections, testing, construction activities and durations, commissioning and occupancy, and operational activities. The Construction Manager shall manage and coordinate the activities of all Subcontractors, including, to the extent applicable to the Project, minority- or women-owned business enterprise participation in the Project by or through Subcontractors, to ensure construction of the Work is performed and completed in adherence to the Construction Schedule.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's ~~execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment~~delivery to the Construction Manager of a Notice to Proceed with the Construction Phase. Under no circumstances shall the activities of the Construction Phase commence prior to the Construction Manager's receipt of the Owner's Notice to Proceed.

§ 3.3.1.3 During the Construction Phase of the Project, the Construction Manager shall, generally and without limiting any of the Construction Manager's obligations under the Contract Documents:

.1assign on-site Project management personnel including, at a minimum, a Project Manager, Project Engineer, and one Superintendent;

.2 Maintain a detailed construction task schedule.

.3Provide look-ahead schedules on a weekly basis to the Owner and Architect and note any potential disruptions to progress of the Work

.4 Coordinate and lead pre-construction conferences

.5 Administer/coordinate all Subcontractors

.6 Maintain construction quality control and track all pending issues

.7Maintain jobsite records (including but not limited to contracts, Drawings, Logs, Submittals, as-builts, Samples, etc.)

.8 Conduct weekly construction meetings with the Owner, Architect and Subcontractors.

.9 Establish and maintain a construction safety program with strict adherence to all Applicable Laws

.10 Maintain security at the Project site

.11Participate in High Performance Building requirements, including providing all construction-related progress documentation

.12Coordinate construction activities with the Owner, the Architect, the Architect's subconsultants, and with academic school calendars and school operations

.13 Attend public meetings as requested by the Owner

.14Coordinate with Owner's commissioning agent and the testing firms engaged by the Owner for the performance of any required or desired testing

.15Coordinate with the Owner, Architect, and the hazardous materials consultant for the Project regarding demolition of existing construction.

§ 3.3.2.1 The Construction Manager shall ~~schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect~~maintain consistent Project on-site project management

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personnel throughout the entire duration of the Construction Phase, which shall, at a minimum, include a Project Manager, Superintendent, Project Engineer, and a Safety Director. The Construction Manager's personnel assigned to the Project shall, to the extent possible, be the same individuals throughout the Construction Phase and through Project close-out. The Construction Manager's personnel during the beginning of the Construction Phase through Substantial Completion shall include, at a minimum, a Project Manager, Superintendent, and Project Engineer, each of whom shall be located at the Project site no less than forty hours per week.

§ 3.3.2.2 The Construction Manager shall schedule, conduct, and create a record of all Project meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner and the Architect shall be provided with reasonable notice of such meetings and be permitted to attend. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. The Construction Manager shall schedule and conduct progress meetings at the Project site on a weekly basis (or interval appropriate for the level of jobsite activity) and in accordance with the Construction Manager's operations. The Owner and Architect shall be notified of meeting dates and times and will be permitted to attend.

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§ 3.3.2.3 ~~Monthly Report~~4 The Construction Manager shall prepare and maintain a Project logistics plan and update the logistics plan as construction of the Work progresses and/or Project physical conditions otherwise change.

§ 3.3.2.5 The Construction Manager shall develop and maintain a method for tracking the Architect's review, approval, or other appropriate action for submittals, shop drawings, requests for information ("RFI"), and Change Order requests.

§ 3.3.2.6 The Construction Manager shall prepare and provide to the Owner comprehensive Project reports prepared by the Construction Manager using its customarily used project management software. The reports shall track and communicate the progress of the Project and identify issues. Such reports shall track, at a minimum: requests for information, Change Order requests, Change Orders, the Owner's approved budget for the Project, submittals, and material status logs.

§ 3.3.2.7 Monthly Progress Reports

The Construction Manager shall prepare, submit to the Owner and/or the Architect, and maintain, all monthly reports and presentations required by the Contract Documents, in the format agreed to by the Owner and the Construction Manager prior to commencement of construction of the Work. The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Such reports shall be in a format and include such information and supporting documents as required by the Owner. Such reports shall also compare actual progress of the Work with the progress required under the Construction Schedule and shall describe any material deviations from the Construction Schedule or projected future deviations and the causes therefor and, where applicable, note corrective measures taken or proposed to be taken.

§ 3.3.2.4~~8~~ Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the ~~work~~Work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5~~9~~ Cost Control

The Construction Manager shall develop a system of cost control for the Work to ensure that the Work is completed within the Owner's budget for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes, and progress payment review and verification in accordance with the Construction Schedule and the amounts and terms of Subcontracts. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.~~3 above.~~7. The Construction Manager shall manage Change Order requests and approvals through processes to verify the validity of proposed Change Orders

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and that assure the Owner receives the benefit of the best available pricing with respect to Change Orders proposed by Subcontractors. The Construction Manager shall be responsible for preparing and submitting any proposed Change Order or related documents for the Owner's and Architect's review and approval.

§ 3.3.2.9.1 Financial Management and Document Control

During the Preconstruction Phase through close-out of the Project and final completion of the Work, the Construction Manager shall, generally and without limiting any of the Construction Manager's obligations under the Contract Documents:

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.1Prepare the schedule of values for the Work and administer the process for submission of the Construction Manager's Applications for Payment on a monthly basis, including Subcontractor payment requests;

.2Organize the schedule of values, with the approval of the Owner and the Architect, so as to segregate the Cost of the Work for the Central Administrative Offices portions of the Project from the Cost of the Work for the remainder of the Project in accordance with DAS rules and requirements related to any DAS Grants so as to maximize grant reimbursement of eligibility of the Cost of the Work;

.3 Maintain cost accounting system for the Cost of the Work;

.4Maintain and review a Submittal log and procurement log, and provide updated logs at weekly meetings with the Owner and Architect;

.5Maintain and review RFI logs, and provide updated logs at weekly meetings with the Owner and Architect;

.6Prepare Change Order proposals and maintain a log of all potential, pending and approved Change Orders; provide updated logs at weekly meetings with the Owner and Architect;

.7Maintain a log for utilization of the Construction Contingency, and provide updated logs at weekly meetings with the Owner and Architect ;

.8Maintain jobsite records (including but not limited to contracts, Drawings, Logs, Submittals, as-builts, Samples, etc.);

.9Provide monthly executive summary reports which include: construction progress photos; a schedule update; a Project budget versus cost summary; a Change Order log; the Construction Contingency log; identification of potential Project risks; and

.10Prepare State Change Orders for review by the Owner and Architect in accordance with applicable DAS and/or OGA rules and requirements, to ensure State Change Orders are submitted in a timely fashion and with all required documentation and supporting backup such that reimbursement of Project costs to the Owner through the DAS Grants is maximized.

§ 3.3.2.9.2 The Construction Manager acknowledges that the Project is a school building project receiving financial assistance from the State of Connecticut through DAS in the form of a school building project grant pursuant to Chapter 173 of the Connecticut General Statutes. The Construction Manager shall cooperate with DAS audits of the Project as part of the Construction Manager's accounting and cost control obligations under the Contract Documents, the costs of which are reimbursed as a Cost of the Work within the Guaranteed Maximum Price. Such cooperation shall include, without limitation, preparation and production of documentation. Notwithstanding anything to the contrary in the Contract Documents, the Construction Manager shall comply with DAS requirements regarding Change Orders, including, without limitation, submitting all approved Change Orders with required supporting information and documentation to DAS OGA in a complete and acceptable form within six (6) months of the date the work under such Change Order is authorized, so that the costs of such work will not be deemed ineligible for reimbursement by DAS. The Construction Manager agrees that, if the deadline for submission of such documentation was missed with respect to a particular Change Order due in whole or in part to the fault of the Construction Manager or its Subcontractor(s) involved in such work, the value of the

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reimbursement lost by the Owner will be deducted from the Construction Manager's fee.

§ 3.3.2.10 Quality Plan

The Construction Manager shall develop a quality plan to describe how quality will be ensured in the execution of the design for the Work and communicate the same to all Subcontractors. The Construction Manager shall ensure quality-control requirements set forth in the quality plan are satisfied by all persons performing the Work such that the Work conforms to the intent of the Construction Documents.

§ 3.3.2.11 Commissioning

Without limiting or diminishing the Construction Manager's obligations under any other provision of the Contract Documents, the Construction Manager shall, as a cost being reimbursed as a Cost of the Work within the Guaranteed Maximum Price, (i) cooperate with and assist the commissioning agent engaged by the Owner to commission the Work in accordance with the Project specifications, which cooperation and assistance by the Construction Manager shall be deemed to include, without limitation, the Construction Manager providing on-site staff to address commissioning-related issues that arise after Substantial Completion of the Work during the seven (7) days preceding the start of school operations and Ansonia Public School District administrative operations at the completed Middle School and Central Administrative Offices portions of the Project and ending thirty (30) days after the start of such operations; and (ii) assist the Owner in the pursuit and advancement of any warranty claims for eighteen (18) months following the date of Substantial Completion of the Work or an applicable portion thereof.

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§ 3.3.3 Close-Out, Post-Occupancy and Warranty

The Construction Manager shall coordinate the completion of all activities to close-out the Construction Phase of the Project following Substantial Completion of the Work, including, without limitation:

.1 Develop a Project close-out program.

.2 Assemble operations and maintenance manuals and warranties.

.3 Coordinate all activities required of the Construction Manager, Subcontractors, suppliers, the Owner, the Architect and/or its consultants, and the Owner's commissioning agent or other consultants, necessary for the Owner's final acceptance of the Work, including all inspections and performance of all commissioning requirements and assembly of all guarantees, manuals, warranties and/or other documents required by the Contract Documents for the Owner's final acceptance of the Work;

.4 Obtain, prepare, assemble, and provide to the Owner all operating manuals, maintenance manuals, and any preventative maintenance data for the Work that are required under the Contract Documents;

.5 Coordinate and manage systems testing, start-up, and formal training of the Owner's employees for use and operation of Project systems installed as part of the Work, including but not limited to the review of operation and maintenance manuals;

.6 Coordinate, manage, and facilitate completion of Owner's commissioning program by Owner's commissioning agent and Subcontractors' performance of all requirements of the Owner's commissioning agent for completion of the Owner's commissioning program;

.7 Close-out construction contracts and Subcontracts;

.8 Schedule and conduct a post-completion walk-through of the Project to identify warranty issues to be resolved, in accordance with Section 12.2.2 of AIA Document A201-2017, and coordinate and oversee the resolution of any such issues and the performance of any related correction of the Work in accordance with Section 12.2.2 of AIA Document A201-2017 to the satisfaction of the Owner;

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.9 Coordinate occupancy of the completed Project by the Owner;

.10 Provide As-Built Drawings and Specifications, updated with all sketches, ASI information and other changes made during construction;

.11 Attend public meetings as requested by the Owner; and

.12 Prepare final change orders to be submitted to DAS to reconcile allowances, bonding, and other required closeout documents requested by DAS.

§ 3.4 Professional Services

Section 3.12.10 of AIA Document A201-2017 shall apply to both the Preconstruction Phase and Construction Phase services by the Construction Manager.

§ 3.5 Unsafe Materials

Section 10.3 of AIA Document A201-2017 shall apply to both the Preconstruction Phase and Construction Phase services by the Construction Manager.

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project~~, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements~~.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.~~

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The ~~Owner and the~~ Architect, in consultation with the Construction Manager, shall thereafter ~~agree~~recommend to ~~a corresponding change~~the Owner options for changes in the Project's scope and quality to meet the Owner's budgetary requirements.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, and unless otherwise provided in the Contract Documents, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control ~~and~~to the extent relevant to and necessary for the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled reasonably to rely on the accuracy of written information ~~and services~~ furnished by the Owner ~~but~~, but in all instances the Construction Manager shall exercise proper precautions relating to, and shall be solely responsible for, the safe performance of the Work.

§ 4.1.4.2 The Owner shall furnish surveys describing 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~~.

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§ 4.1.4.3 The Owner, when such services are requested and required for the Project, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control, and which are required for and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner has identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

~~The~~In Section 1.1.8, the Owner ~~shall identify~~has identified a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of AIA Document A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative including the Owner's representative identified in Section 1.1.8 where the context so requires.

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

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement~~the Owner's agreement with the Architect for the Project.

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§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager ~~as follows:~~

~~(Insert~~in an amount ~~of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~not-to-exceed the stipulated sum of and /100 Dollars ($) (the "Preconstruction Fee"). The Preconstruction Fee constitutes compensation and reimbursement for all of the Construction Manager's Preconstruction Phase services and its costs and expenses incurred in the performance of the Preconstruction Phase services, including without limitation: (i) reimbursable expenses, including, without limitation, long-distance telephone charges, travel and mileage, printing and other out-of-pocket expenses, but excluding reproduction and advertising costs; (ii) staffing costs; (iii) Preconstruction Phase insurance required under Section 14.3.1 of this Agreement; and (iv) miscellaneous expenses.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager, ~~and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

~~Individual or Position~~

~~Rate~~

if any, shall be the hourly rates (the "Hourly Rates") set forth on the Hourly Rate Chart appended to this Agreement

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as EXHIBIT ___.

§ 5.1.3 If, through no fault of the Construction Manager, the Preconstruction Phase services covered by this Agreement have not been completed ~~within ( ) months of the~~and the Project has not proceeded to the construction phase within thirteen (13) months after date of this Agreement, ~~through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted~~the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted based on a monthly amount equal to the Preconstruction Fee divided by thirteen (13) months, for each month beyond such thirteen (13) month period during which the Construction Manager continues to provide Preconstruction Phase services, and which amount shall be prorated on a per diem basis for any partial month.

§ 5.2.2 Payments ~~are~~of amounts not disputed by the Owner to be due and payable ~~upon presentation of~~for Preconstruction Phase services performed by the Construction ~~Manager's invoice. Amounts unpaid (~~ Manager, shall be due and payable within thirty (30) days after the ~~invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

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

~~%~~

presentation of the Construction Manager's properly submitted invoice to the Owner together with all documentation reasonably requested by the Owner to substantiate the Construction Manager's entitlement to payment of the invoice amount. Payments due and payable and remaining unpaid shall bear interest to the extent required by Connecticut law and, if so required, at the minimum required rate.

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment in accordance with the requirements of the Contract Documents. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee for construction phase services:

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~~§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

~~§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~The Construction Manager's Fee shall be an amount equal to percent (. %) of the Cost of the Work incurred by the Construction Manager in accordance with the Contract Documents (together with the Cost of the Work, not to exceed the Guaranteed Maximum Price).

§ 6.1.2.1 For the purposes of the calculation of the Construction Manager's Fee included as a component of the Guaranteed Maximum Price for the Work, the Construction Contingency shall be included in the Cost of the Work.

§ 6.1.2.2 For the purposes of calculating the Construction Manager's Fee that will be paid to the Construction Manager as part of the Contract Sum under this Contract, the Cost of the Work shall include the Construction Contingency only to the extent expended in performance of the Work and in accordance with the Contract Documents.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work that are made at the request, or with the prior consent, of the Owner, and not necessitated by the fault of the Construction Manager, any Subcontractors, Sub-subcontractors, suppliers or any other entity or person for which or whom any of them is responsible, the Construction Manager shall be entitled:

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§ 6.1.3.1 For such changes in the Work that result in a net increase in the Cost of the Work, the Construction Manager's Fee shall be increased by percent (. %) of the net increase to the Cost of the Work.

§ 6.1.3.2 For such changes in the Work that result in a net decrease in the total Cost of the Work, the Guaranteed Maximum Price shall be reduced appropriately, however, the Construction Manager's Fee shall not be reduced to an amount less than percent of the amount of the estimated Cost of the Work in the Guaranteed Maximum Price Amendment.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

As set forth in Section 6.3.6, below. The Construction Manager shall include the markup limitations set forth in Section 6.3.6 in all Subcontracts and require in all Subcontracts that the Subcontractors include such limitations in all lower tier Subcontracts.

§ 6.1.5 Intentionally Omitted.

§ 6.1.6 Liquidated damages, if any: Not applicable

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

~~§ 6.1.7 Other:~~

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

§ 6.1.7 Other: Not applicable.

§ 6.1.7.1 Unit Prices
Unit prices applicable to this Agreement are set forth on EXHIBIT appended to this Agreement (the "Unit Prices"). Unit Prices shall only be applicable to changes in the Work and shall be valid for the life of the Project. Unit Prices shall be inclusive of all costs associated with the complete performance and installation of the portion of the Work subject to the Unit Price including without limitation labor, materials, engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable for both additions and deductions from the Work.

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The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. If the Contract Sum is less than the Guaranteed Maximum Price, the Owner shall be entitled to all savings, including savings from subcontractor buyout, unspent allowances, and unspent Construction Contingency, and the Construction Manager shall not be entitled to share in or retain those savings or receive a fee on amounts not included in the Cost of the Work. The Construction Manager shall be responsible for all costs and expenses to the extent that the Contract Sum exceeds the Guaranteed Maximum Price.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017~~, General Conditions of the Contract for Construction~~.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017~~, General Conditions of the Contract for Construction~~ and shall be subject to the markups and limitations set forth in Sections 6.1.3, 6.1.4 and 6.3.6.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of AIA Document A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be

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calculated in accordance with the terms of those subcontracts.

§ 6.3.5 ~~If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~ The Construction Manager shall not be entitled to an increase in the General Conditions Costs Lump Sum in connection with any change in the Work unless (i) pursuant to the terms and conditions of the Contract Documents the change in the Work entitles the Construction Manager to an extension of the Contract Time, (ii) such change in the Work was made at the request of the Owner or Construction Manager is otherwise entitled to an equitable adjustment under the Agreement; and (iii) such change in the Work was not necessitated by the fault of the Construction Manager, its Subcontractors, Sub-subcontractors, material suppliers or any other entity or person for which or whom any of them is responsible. If the Construction Manager is entitled to an increase in its General Conditions Costs Lump Sum, such increase shall be based on the actual increase in the Construction Manager's General Conditions Costs arising from the change in the Work and time expended at the applicable Hourly Rates for services required due to the change in the Work.

§ 6.3.6 Markups for profit and overhead for Work performed pursuant to Change Orders and Construction Change Directives shall be limited as follows:

.1 Markup by the Construction Manager for overhead and profit on Work performed pursuant to Change Orders and Construction Change Directives shall not exceed any adjustment in the Construction Manager's Fee permitted under Section 6.1.2 of this Agreement;

.2 Markup by any first-tier Subcontractor for overhead and profit on Work performed pursuant to Change Orders and Construction Change Directives shall not exceed ten percent (10%) of the net increase in the Subcontractor's direct costs for labor and materials for its portion of the Work performed directly by such Subcontractor;

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.3 Markup by any first-tier Subcontractor for overhead and profit on Work performed by its Sub-subcontractor pursuant to Change Orders and Construction Change Directives shall not exceed five percent (5%) of the net increase in the Sub-subcontractor's subcontract price for the Work;

.4 Markup by any Sub-subcontractor for overhead and profit on Work performed pursuant to Change Orders and Construction Change Directives shall not exceed ten percent (10%) of the net increase in the Sub-subcontractor's direct cost for labor and materials for its portion of the Work performed directly by such Sub-subcontractor;

.5 For change order Work that is the subject of Unit Prices under this Agreement, there will be no markup permitted on the applicable Unit Prices.

.6The aggregate markup on Work performed pursuant to Change Order for overhead and profit of the Construction Manager, Subcontractors and Sub-subcontractors in connection with any change in the Work, shall not exceed twenty percent (20%) of the net increase in the direct Cost of the Work for labor, materials and/or rental equipment arising from such change.

The Construction Manager shall include the markup limitations set forth in this Section 6.3.6 in all Subcontracts and require in all Subcontracts that the Subcontractor include such limitations in all lower tier Subcontracts.

§ 6.3.7 The Construction Manager shall provide in a form satisfactory to the Owner and the Agencies, as applicable, itemized statements of the costs associated with Change Order work including, without limitation, certified payrolls and copies of invoices and other Supporting Documentation.

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Owner shall not be obligated to reimburse costs that constitute General Conditions Costs to the extent that such costs

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exceed the General Conditions Costs Lump Sum (as it may be adjusted in accordance with Section 3.2.4 and Section 6.3.5).

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. Prior to the parties' execution of the Guaranteed Maximum Price Amendment, the parties agree to use their best efforts to identify costs which are subject to the Owner's prior approval.

§ 7.2.1 ~~Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops~~Intentionally omitted.

§ 7.2.2.1 ~~Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

Intentionally omitted.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work~~.~~, at the all-inclusive Hourly Rates set forth in EXHIBIT .

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~~§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval~~, including all bond premiums paid by Subcontractors providing labor, materials or equipment to the Project for payment bonds or performance bonds specifically issued on behalf of such Subcontractor in connection with the Work. The parties may agree to base the insurance reimbursement on a percentage of the Guaranteed Maximum Price (excluding the insurance reimbursement) in which case, such agreement shall be set forth in the Guaranteed Maximum Price Amendment, provided, such rate shall not exceed: (1) for all liability insurance provided by the Construction Manager, and /100 Dollars ($.) for every One Thousand Dollars ($1,000.00) of the Guaranteed Maximum Price (i.e., . %), and (2) for surety bonds provided by the Construction Manager, and /1000 Dollars ($.) for every One Thousand Dollars ($1,000.00) of the Guaranteed Maximum Price (i.e., 0. %).

Payments actually made by the Construction Manager to Subcontractors and suppliers in accordance with the requirements of ~~the subcontracts and this Agreement~~this Agreement, the Subcontracts and the supply agreements.

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction are part of Subcontract Costs described in Section 7.3.

§ 7.4.2 ~~Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work~~Intentionally Omitted.

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools ~~not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value~~are part of Subcontract Costs described in Section 7.3.

§ 7.5.2 ~~Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by~~

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~~construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item~~Intentionally Omitted.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal are part of Subcontract Costs described in Section 7.3.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior ~~approval~~written approval and the commercially reasonable requirements established by the Owner regarding, without limitation, retainage, insurance and bonding of the storage facility, are part of Subcontract Costs described in Section 7.3.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents to be procured and maintained by the Construction Manager, other than preconstruction phase insurance required under Section 14.3.1 of this Agreement, that can be directly attributed to this Contract.

~~§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

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§ 7.7.3 Costs of repairing ~~or correcting~~ damaged ~~or nonconforming~~ Work executed by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers, provided that such damaged ~~or nonconforming~~ Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, any Subcontractor, Sub-subcontractor or any other person or entity for whom or which any of them is responsible, and only to the extent that the cost of repair ~~or correction~~ is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.6.~~2 Sales, use, or similar taxes~~1.1 Intentionally omitted.

§ 7.6.1.2 Intentionally omitted.

§ 7.6.2 Unless the Owner is exempt from the payment of such taxes, sales, use, gross receipts or similar taxes or duties, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents~~;~~, except those related to defective or nonconforming Work for which reimbursement is excluded under Article ~~13~~12 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager knew or had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.9 Legal~~, mediation and arbitration~~ and mediation costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or disputes between the Construction Manager and any Subcontractor which arise due to the Construction Manager's failure to comply with its obligations under the Contract Documents or the applicable subcontract agreement, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of ~~the Work~~its obligations under the Contract Documents and with the Owner's prior approval, which shall not be unreasonably withheld.

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§ 7.6.10 ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval~~Intentionally omitted.

§ 7.6.11 ~~That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~Intentionally omitted.

§ 7.7.1 ~~Other costs incurred in the performance of the Work, with the Owner's prior approval~~Intentionally Omitted.

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~~§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in~~ In no event shall the Cost of the Work~~, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9~~ include the costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 7.7.4 Intentionally Omitted.

.2Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;

.6~~Except as provided in Section 7.7.3 of this Agreement, costs~~Costs due to the negligence of, or failure to fulfill a specific responsibility ~~of~~under the Contract by, the Construction Manager, Subcontractors, Sub-subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7Costs to repair or correct Work that is defective or non-conforming with the Contract Documents except as provided in Section 7.7.3.

.8 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.~~8~~9Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded~~; and~~

.~~9~~10 Costs for services incurred during the Preconstruction Phase~~.~~;

.11Amounts required to be paid by the Construction Manager for federal, state, or local income or franchise taxes;

.12Labor, material, and equipment costs or any other costs incurred which are recoverable from Subcontractors or Suppliers or which are otherwise included in a contract with a Subcontractor or supplier;

.13Losses resulting from lost, damaged or stolen tools and equipment (other than equipment to be incorporated into the Work, to the extent such equipment is covered by the Owner's property insurance).

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§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment, and amounts collected by the Construction Manager from Subcontractors for services previously paid for by the Owner, shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. The Construction Manager shall promptly notify the Owner of potential cash discounts of which the Construction Manager becomes aware to enable the Owner to take advantage of the same. The Construction Manager shall not obtain for its own benefit any discounts, rebates, or refunds in connection with the Work unless the Owner fails, within ten (10) days after notice to the Owner of the potential discount,

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rebate, or refund, to furnish funds to the Construction Manager as are necessary to obtain such discount, rebate, or refund.

§ 8.1.2 Cash refunds of Workers' Compensation or Commercial General Liability insurance premiums or premium credits received by the Construction Manager after completion of the Work on account of overpayment of premiums for Workers' Compensation or Commercial General Liability insurance purchased and maintained for the Construction Phase shall accrue to the Owner.

§ 9.1 ~~Those portions of the Work that~~Neither the Construction Manager, nor any subsidiary, parent, company, or other related party (as defined in Section 7.8) of the Construction Manager ~~does not customarily perform~~may perform any part of the Work with the Construction Manager's own personnel ~~shall be performed under subcontracts or other appropriate agreements with~~which, pursuant to Connecticut General Statutes Section 10-287(b)(3)(B), constitutes a "project element" for which the Construction Manager. ~~The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection~~is required to award a subcontract to a responsible qualified contractor submitting the lowest bid for the portions of the Work which constitute "project elements."

§ 9.1.1 No element of the Work may be released for bidding prior to the Construction Manager's receipt of the written notice from the Owner to proceed with bidding the Work.

§ 9.1.2 The Construction Manager shall be solely responsible for assuring that the procurement and award of Subcontracts for the Work is conducted in a manner consistent with Applicable Laws and the Contract Documents. Such responsibilities shall include, without limitation, compliance with requirements of Connecticut General Statutes Sections 4b-91, 10-287(b)(1), 4a-100, 4a-60, et seq., and 46a-68c, as applicable.

§ 9.1.2.1 In procuring Subcontracts with Subcontractors for the performance of the Work, the Construction Manager shall:

.1 Coordinate all processes for the solicitation of bids, selection of successful bidders, and award of Subcontracts;

.2 Incorporate applicable requirements and regulations of the City of Ansonia, as applicable, and Agencies, as required into bid documents, including without limitation, project labor agreements, compliance with prevailing wage laws and regulations, compliance with local hiring ordinances, compliance CHRO regulations and rules, and compliance with rules and requirements of DAS;

.3 Develop and prepare bid packages in compliance with all Applicable Laws and the rules and requirements of DAS, including any applicable DAS prequalification requirements;

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.4 Solicit and engage a pool of Subcontractors with the qualifications and ability to perform the Work and complete the Project;

.5 Lead and coordinate all pre-bid meetings and Project walk-throughs with the Owner;

.6 Coordinate with the Owner and the Architect to manage the collection and responses to questions from prospective bidders;

.7 Evaluate all bid submissions to determine qualifications and scope, including any applicable DAS prequalification requirements, and recommend the lowest responsible qualified bidder; and

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.8 Ensure state CHRO requirements are met and provide required site reporting.

§ 9.1.3 The Construction Manager shall develop and generate maximum bidders' interest in the Project and, with the assistance of the Architect, develop bid packages for all the various components of the Work. The Construction Manager shall develop for review and approval by the Owner, the criteria which the Construction Manager will use to determine whether a bidder is responsible and qualified, which criteria are based on, among other considerations, project labor requirements and labor availability, the terms and conditions of any project labor agreement applicable to the Project and to which the Owner is a party, and the Construction Manager's labor strategy for the subject Work. The Construction Manager shall include all such criteria as approved by the Owner in the bid packages. To the extent permitted under Applicable Laws, the Construction Manager shall not be obligated hereunder to contract with an individual entity with which the Construction Manager has a reasonable objection. For each subcontract with an estimated value of One Hundred Thousand Dollars ($100,000.00) or more, each bid shall be accompanied by a bid bond or certified check in an amount which shall be Ten Percent (10%) of the bid submitted.

§ 9.1.3.1 ~~When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~In accordance with Connecticut General Statutes Section 10-287(b)(3), the Construction Manager shall invite bids and give notice of opportunities to bid on Project elements to be performed as part of the Work on the State Contracting Portal. Each bid shall be kept sealed until opened publicly at the time and place set forth in the notice soliciting such bid. The Construction Manager shall deliver such bids to the Owner and Architect, and after consultation and approval by the Owner, award any related contracts for Project elements to be performed as part of the Work to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements, provided that the Construction Manager shall not be eligible to submit a bid for any such Project element(s).

§ 9.1.3.2 The Construction Manager shall summarize the bids received for each component of the Work, in a spreadsheet format, including all analysis and meaningful comparison among the bidders. The Construction Manager shall also provide, as appropriate, information concerning each bidder's financial strength, past performance, and current workload, along with Construction Manager's recommendations for award. If the Owner or the Architect disagrees with the Construction Manager's recommendation for award, the Architect will notify the Construction Manager thereof within ten (10) days of receipt of the bid summary. Such notice shall include the basis for such disagreement.

§ 9.1.3.3 The Construction Manager shall award the Subcontract for each component of the Work to the lowest responsible qualified bidder for such component of the Work only after a competitive public invitation to bid, which shall be advertised in a newspaper having circulation in the municipality in which construction is to take place and posted on the State Contracting Portal maintained by the State of Connecticut.

§ 9.1.3.4 To the extent that the terms and conditions of Article 9 fail to comply with the requirements of Applicable Laws, the Construction Manager shall notify the Owner and, unless otherwise instructed by the Owner, shall comply with the requirements of Applicable Laws.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a ~~subcontract~~Subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the ~~subcontract~~Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Nondiscrimination Provisions

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The Construction Manager shall comply with the requirements set forth in Section 3.1.7 of AIA Document A201-2017.

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§ 10.1 The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and DAS. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, ~~Subcontractor's proposals, Subcontractor's~~Subcontractors bids, Subcontractors invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall deliver such records to the Owner no later than Substantial Completion (and update the same upon Final Completion) and shall preserve these records for a period of ~~three~~six (6) years after final payment, or for such longer period as may be required by law or by DAS, whichever is longer. The Construction Manager shall provide to the Owner a complete and clearly labeled digital copy of all such records.

§ 10.1.2 Records to be available for audit shall include but not be limited to accounting records, written policies and procedures; contract and Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence, invoices; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; electronic or computer data; and any other supporting evidence deemed necessary to substantiate charges. These records shall be open to inspection and subject to an audit and/or reproduction to the extent necessary to adequately permit evaluation and verification of the Cost of the Work, and any invoices, change orders, payments or claims submitted by the Construction Manager or vendor to any of its payees pursuant to this Agreement or the terms of the other Contract Documents.

§ 10.1.3 The Construction Manager shall deliver to the Owner such items as are reasonably requested by the Owner to support costs billed to the Project and/or for which payment has been requested by or made to the Construction Manager, and shall provide any further assistance requested by the Owner during an audit of the Project by the Owner or DAS in connection with any DAS Grants for the Project.

§ 10.1.4 The Construction Manager shall comply with all accounting procedures and record retention policies reasonably requested by the Owner and/or required by Applicable Law or DAS's rules and regulations relating to the DAS Grants.

§ 10.1.4.1 In accordance with Connecticut General Statutes Section 10-287(b)(3), the Construction Manager shall

retain all documents and receipts relating to the Project for a period of two (2) years following the date of completion of an audit conducted by DAS for the Project.

§ 10.1.4.2 In accordance with Connecticut General Statutes Section 10-287(b)(3), the Construction Manager shall:

.1 submit quarterly reports to the Owner regarding the Project construction costs which are "ineligible project costs" as of the date thereof with respect to the DAS Grants;

.2 upon submission of a notice of Project completion by the Owner to DAS, and prior to the Project audit to be conducted by DAS, submit a final report to the Owner regarding the total Project construction costs which are "ineligible project costs" with respect to the DAS Grants; and

.3meet quarterly with the Owner as the Project progresses to review any Change Orders for eligibility for reimbursement through the DAS Grants.

§ 10.1.5 Upon request of the Owner or the Architect, the Construction Manager will cooperate with and assist the Owner and Architect during any audit of the Project conducted by the Owner or an Agency at any time after Substantial Completion. Such cooperation shall be at no cost to the Owner unless such cooperation is to be provided after the close-out of the Project and demobilization by the Construction Manager and its Subcontractors in connection with an audit other than an audit conducted by DAS for the Project in connection with the DAS Grants, in which case the Construction Manager shall be entitled to reasonable compensation based on its actual costs and the actual time expended by the Construction Manager's own employees to provide services in connection with such an audit, at the Hourly Rates.

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

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

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~

~~§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee~~Each month on or before the first (1st) day of such month, the Construction Manager shall submit to the Architect and the Owner a final version of an Application for Payment along with all required Supporting Documentation (as defined in and in accordance with Section 9.3 of the AIA Document A201-2017) for all Work properly performed in the prior month. The Owner shall make payment to the Construction Manager of the amount certified by the Architect to be due and payable under such Application for Payment within thirty (30) days after receipt of such final version of an Application for Payment and Supporting Documentation.

§ 11.1.4 Intentionally Omitted.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work~~; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3~~for the Middle School and grounds, and separately, the various portions of the Work for the Central Administrative Offices; (2) the Construction Contingency; (3) the General Conditions Costs Lump Sum; (4) reimbursable insurance costs that are included in the Guaranteed Maximum Price; (5) bond premiums; and (6) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price ~~under~~in accordance with this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values, provided however, the Construction Manager shall not reallocate amounts between individual line items without notice to and the consent of the Owner.

§ 11.1.5.3 When the Construction Manager ~~allocates~~requests the Owner's consent to reallocate costs from ~~a contingency~~the Construction Contingency line item in the schedule of values to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and the Owner.

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§ 11.1.7.4 Notwithstanding anything to the contrary in any other provision of the Contract Documents, the Owner shall be entitled to withhold an amount equal to two hundred percent (200%) of the estimated cost of the completion of punch list

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items as retainage. Such retainage shall be paid within thirty (30) days of completion of the punchlist items in a good and workmanlike manner. Additionally, the Owner shall have the right, but not the obligation to complete the punchlist items in the event the Construction Manager has failed to complete same within sixty (60) days after receiving seven (7) days' advance written notice from the Owner of such punchlist items. In the event the Owner completes the punchlist items, the Owner shall have the right to deduct the reasonable cost of such completion from amounts otherwise payable to the Construction Manager as part of the Contract Sum.

.1That portion of the Guaranteed Maximum Price (net of the Construction Manager's Fee) properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2That portion of the Guaranteed Maximum Price (net of the Construction Manager's Fee) properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

~~.3That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~

~~.~~4 and

.3The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

In addition to the foregoing, as part of the amount of each progress payment for each full consecutive month during which construction activities will occur at the Project site during the Construction Phase as set forth in the initial Construction Schedule, the Construction Manager's applications for payment shall include an amount equal to the GCC Monthly Amount, provided that the cumulative amount of payments of the GCC Monthly Amount to the Construction Manager shall not exceed the General Conditions Costs Lump Sum as it may be adjusted as provided in Section 3.2.4 and Section 6.3.5.

.5The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.43 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; ~~and~~

.6 Retainage withheld pursuant to Section 11.1.8;

.7 Unless the Construction Manager is exempted by CHRO from the requirements of, or compliance with, Connecticut General Statutes Section 46a-68e, retainage withheld by the Owner from each progress payment to the Construction Manager pursuant to Section 11.1.8 shall be deemed to include an amount equal to two percent (2%) of the amount otherwise due ("CHRO Progress Retainage").

.8In addition to retainage withheld pursuant to Section 11.1.8, any additional amounts required by law to be withheld or retained by the Owner due to the Construction Manager's failure to comply with its obligations under Connecticut General Statutes Sections 4a-60, 4a-60g, 4a-60h, or Sections 46a-68c, 46a-68d, 46a-68e and/or 46a-68f, inclusive, or as required by an order of CHRO made pursuant to Connecticut General Statutes Section 46a-56.

§ 11.1.7.3 With the exception of the Construction Manager's Fee, the Construction Manager shall use payments made under this Agreement solely for the purpose of performance of the Work pursuant to the Contract Documents. The Construction Manager shall pay for all labor performed and materials supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by Applicable Laws.

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§ 11.1.12 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on

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the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification~~,~~ of the documentation submitted in accordance with Section 11.1.43 or other supporting data; (2) ~~that~~ the Architect has made exhaustive or continuous on-site inspections; or (3) ~~that~~ the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.7.5 Notwithstanding anything to the contrary in any other provision of the Contract Documents, in the event the Construction Manager fails to pay any Subcontractor or supplier any amount owed to such Subcontractor or supplier when due and payable, the Owner shall have the right, but not the obligation, to pay such Subcontractor or supplier directly and subtract the amount directly paid, plus a percentage equal to the Construction Manager's Fee for such work, from amounts otherwise payable to the Construction Manager as part of the Contract Sum. In addition, the Owner shall at all times have the right to withhold from any amount otherwise payable to the Construction Manager under the Contract Documents such amounts as the Owner determines in good faith, in its sole discretion, to be reasonably necessary to protect the Owner from the insolvency of the Construction Manager.

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

Five percent (5.0%)

None.

~~§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)~~

Any release of retainage prior to final payment shall be in the sole discretion of the Owner on a case-by-case basis.

§ 11.1.8.3 Intentionally Omitted

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts which shall be no greater than five percent (5.0%), and the Construction Manager shall execute ~~subcontracts~~Subcontracts in accordance with those agreements.

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§ 11.1.13 The Construction Manager shall pay any amounts due a Subcontractor or supplier, whether for labor performed or materials furnished, not later than thirty (30) days after the date the Construction Manager receives payment from the Owner which encompasses labor performed or materials furnished by such Subcontractor or supplier. The Construction Manager shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any Sub-subcontractors or suppliers no later than thirty (30) days after the Subcontractor or supplier receives a payment from the Construction Manager which encompasses labor performed or materials furnished by such Sub-subcontractor or supplier. Retainage withheld by the Construction Manager from Subcontractors and suppliers shall not exceed five percent (5.0%).

.2the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment (along with all required Supporting Documentation); and

§ 11.2.2 Within thirty (30) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within ten (10) days after completion of the audit, submit a written report based upon the auditors' findings to the Architect and notify the Construction Manager of any costs disputed by the Owner together with substantiation through references to relevant and applicable provisions within the Contract Documents. Notwithstanding any dispute over all or a portion of the Final Payment requested by the Construction Manager, the Owner shall pay the Construction Manager all undisputed amounts in accordance with and subject to Sections 11.2.3, 11.2.3.1, 11.2.3.2, and 11.2.3.3.

§ 11.2.2.2 Within seven (7) days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within thirty (30) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this thirty (30-) day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager, less any amount withheld by the Owner as CHRO Final Payment Retainage pursuant to Section 11.2.3.1 and Connecticut General Statutes Section 46a-68e(c), shall be made no later than ~~30~~sixty-five (65) days after the issuance of the Owner's acceptance of all Work required by the Contract Documents and issuance of the Architect's final Certificate for Payment~~, or as follows:~~. The Architect's final Certificate for Payment shall not be issued unless and until all required Supporting Documentation required by the Contract Documents, and such additional information as is reasonably requested by the Owner, have been submitted to the Architect by the Construction Manager.

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~~§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager~~3.1 Notwithstanding any other provision of the Contract Documents, unless the Construction Manager is exempted by CHRO from the requirements of, or compliance with, Connecticut General Statutes Section 46a-68e, the Owner shall withhold from the amount of the final payment otherwise due to the Construction Manager, an amount equal to two percent (2.0%) of the Contract Sum (the "CHRO Final Payment Retainage"), inclusive of amounts previously withheld by the Owner and deemed to be CHRO Progress Retainage in accordance with Section 11.1.7.2.7 and Section 11.1.8. CHRO Final Payment Retainage withheld by the Owner shall not be released by the Owner to the Construction Manager until such time as the Construction Manager has filed with CHRO and caused all Subcontractors to file with CHRO all compliance reports required by CHRO pursuant to General Statutes Section 46a-68e, and the Owner has received written notification from CHRO that such reports have been approved by the executive director of CHRO or the executive director's designee or deemed by CHRO deficient without consequence; provided, however, that the Owner shall not withhold from the Owner's final payment to the Construction Manager an amount as CHRO Final Payment Retainage if, before the date that final payment is required to be made by the Owner to the Construction Manager under Section 11.2.3, the Construction Manager has filed with CHRO and caused all Subcontractors to file with CHRO all compliance reports required by CHRO pursuant to General Statutes Section 46a-68e, and the Owner has received written notification from CHRO that such reports have been approved by the executive director of CHRO or the executive director's designee or deemed by CHRO deficient without consequence.

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§ 11.2.3.2 Notwithstanding anything to the contrary set forth herein or in any other Contract Documents, the Owner shall not be required to make final payment until the Construction Manager has submitted all documentation required by the Contract Documents to the Owner and the Owner has accepted the same, including, without limitation, all warranties and guarantees associated with the Work and "as-built" surveys in a form acceptable to the Owner.

§ 11.2.3.3 In the discretion of the Owner, the Owner may make final payment to the Construction Manager by joint checks made payable in each case to the Construction Manager and the appropriate Subcontractor or supplier. The Construction Manager acknowledges and agrees that such payment by joint check shall constitute payment by the Owner to the Construction Manager.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs to correct defective or nonconforming Work, the Construction Manager shall bear and be solely responsible for such costs.

Payments due and payable and remaining unpaid under the Contract shall bear no interest ~~from~~.

§ 11.4 Submission by the ~~date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located~~Owner of a final grant application to DAS in connection with the DAS Grants shall not constitute a waiver of any Claims by the Owner.

~~(Insert rate of interest agreed upon, if any.)~~

~~%~~

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of AIA Document A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1.1 or Section 13.1.1.2, the Construction Manager shall be compensated ~~for~~in accordance with the terms of this Agreement for (1) properly authorized Preconstruction Phase services ~~and Work performed~~performed in accordance with the requirements of the Contract Documents prior to receipt of a notice of termination, in an amount which shall not exceed the amount set forth in Section 5.1, and (2) Work performed in accordance with the ~~terms~~requirements of ~~this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1~~the Contract Documents prior to receipt of the notice of termination, and if termination is by the Owner, direct costs incurred by reason of the termination. Upon payment by the Owner of the amount obligated under this subsection, the Owner's obligations to the Construction Manager shall be fully satisfied, and the Construction Manager shall be deemed to have fully released the Owner from any claims or liabilities. Further, the Construction Manager shall, if requested by the Owner following termination of this Agreement pursuant to Section 13.1.1.1 or Section 13.1.1.2, assign to the Owner any Subcontract, vendor contract, purchase order, letter of intent or other similar agreement that the Construction Manager has entered into in connection with the Work (any such assignment shall be subject to the terms and conditions of Sections 5.4.1.2, 5.4.1.3, 5.4.2, and 5.4.3 of AIA Document A201-2017).

[X] Litigation in a court of competent jurisdiction

§ 12.2.1 Choice of Law/Forum Selection/Waiver of Jury Trial. This Agreement, the Contract, and the Contract Documents shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law or conflict of law principles which would result in the application of the laws of any jurisdiction other than the State of Connecticut and applicable federal law of the United States.

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The Owner and the Construction Manager expressly agree and acknowledge that any action or legal proceeding by the Owner or Construction Manager against the other, which action or legal proceeding arises from or relates to the Contract, shall be commenced in the Superior Court of the State of Connecticut, Judicial District of Hartford at Hartford and maintained therein or in the Complex Litigation Docket at the Judicial District of Hartford or the Complex Litigation Docket at the Judicial District of Waterbury, which shall be the exclusive forum and venue for any such action or legal proceeding. THE CONSTRUCTION MANAGER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING FROM OR RELATING TO THE CONTRACT, AND AS TO ANY AND ALL CLAIMS, DISPUTES, AND/OR CAUSES OF ACTION AGAINST OR WITH OWNER WHICH ARISE OUT OF, OR ARE IN CONNECTION WITH, THE CONTRACT AND/OR THE PROJECT.

§ ~~13.1.1 If~~ 13.1.1 Termination for Failure to Establish the Guaranteed Maximum Price or Obtain the DAS Grant

§ 13.1.1.1 Subject to Sections 3.2.10 and 3.2.11, if the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price within ninety (90) days after the selection of the Subcontractor bids in accordance with Section 3.2.6.2, the Owner may terminate this Agreement upon not less than ~~seven~~fifteen (15) days' prior written notice to the Construction Manager, and the Construction Manager may terminate this Agreement~~,~~ upon not less than ~~seven~~fifteen (15) days' prior written notice to the Owner.

§ 13.1.1.2 If no DAS Grant is awarded by the State of Connecticut to the Owner for the Project on or before August 1, 2027, the Owner may terminate this Agreement for convenience in accordance with Section 14.4 of AIA Document A201–2017, upon not less than fifteen (15) days' prior written notice to the Construction Manager.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may ~~terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.~~, without prejudice and without waiving any other right or remedy the Owner may have, terminate this Agreement upon not less than seven (7) days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated ~~for Preconstruction Phase services and Work performed prior to receipt of a~~in accordance with the terms of this Agreement for (1) properly authorized Preconstruction Phase services performed in accordance with the requirements of the Contract Documents prior to receipt of a notice of termination, in an amount which shall not exceed the amount set forth in Section 5.1, and (2) Work performed in accordance with the requirements of the Contract Documents prior to receipt of the notice of termination. In no event shall the Construction Manager's compensation under this Section ~~exceed the compensation set forth in Section 5.1~~13.1.4 include payment for Work not executed and any cost incurred by reason of such termination.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the ~~commencement of~~receipt by the Construction Manager of the Owner's written Notice to Proceed with the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation for Preconstruction Phase services paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager up to the effective date of termination;

.2Add the Construction Manager's Fee computed upon the Cost of the Work up to the effective date of termination at the rate stated in Section 6.1 ~~or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~.2;

§ 13.1.6 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.~~ To the extent that the Owner elects to take legal

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assignment of ~~subcontracts~~Subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such ~~subcontracts~~Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such ~~subcontracts~~Subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of ~~subcontracts~~Subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the ~~subcontract~~Subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any ~~subcontract~~Subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this ~~agreement~~Agreement not been terminated, the Construction Manager will terminate the ~~subcontract~~Subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the properly substantiated costs necessarily incurred by the Construction Manager because of such termination.

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The Construction Manager shall ~~maintain the following~~purchase and maintain insurance ~~for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the~~following types and limits ~~the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~of liability, for the duration of the Preconstruction Services performed under this Agreement.

.2Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 ~~or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~2;

§ 13.2.2.2 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1.~~ To the extent that the Owner elects to take legal assignment of ~~subcontracts~~Subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such ~~subcontracts~~Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall not pay the Construction Manager ~~a termination fee as follows:~~

~~(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)~~

any termination fee.

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in ~~Sections~~Section 6.1 ~~and 6.3.5~~ of this Agreement.

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

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and

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legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of AIA Document A201–2017, 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. All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Owner and the Construction Manager, and their respective administrators, legal representatives, directors, officers, employees, agents, successors and permitted assigns.

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~~§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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~~§ 14.3.1.7.1 Cyber Security/Liability Insurance for first party loss and third-party loss due to data security and privacy breach, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the annual aggregate. The insurance will remain in effect during the entire duration of the Agreement and for not less than three (3) years after the latest of (i) Substantial Completion of the Work, (ii) termination of this Agreement, or (iii) the return or certified destruction of all City of Ansonia and Ansonia Public School District data in the possession or control of the Construction Manager and its subcontractors and subconsultants. If coverage is written on a claims-made basis and is cancelled or not renewed during such period, the Construction Manager shall purchase an extended reporting period of not less than three (3) years. The retroactive date shall be no later than the earlier of the effective date of this Agreement or the commencement of services under the Agreement, and shall be maintained without advancement. This insurance shall include coverage for, at a minimum, the following risks, liabilities, and loss events arising out of or in connection with the Construction Manager's performance of the Contract

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~($~~ Two Million Dollars ($2,000,000) for each occurrence and ~~($~~ Four Million Dollars ($4,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~($)~~ Two Million Dollars ($2,000,000) combined single limit 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.

§ 14.3.1.3 Follow form Umbrella (Excess) Liability insurance policy with a limit of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) aggregate per location/project, as umbrella or excess coverage to the Commercial General Liability, Automobile Liability, and Employers' Liability coverages required to be provided by the Construction Manager. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separate with respect to the Preconstruction Phase services and the Work.

§ 14.3.1.4 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.45 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~($~~ One Million Dollars ($1,000,000) each accident, ~~($~~ One Million Dollars ($1,000,000) each employee, and ~~($~~ One Million Dollars ($1,000,000) policy limit.

§ 14.3.1.56 Professional Liability ~~covering negligent acts, errors and omissions in the performance of~~insurance, if the Construction Manager is required to furnish professional services as part of the preconstruction phase services, including without limitation, surveying, geotechnical investigation, design, engineering, stamping of drawings or specifications, consulting, programing or development of software, covering the performance of the professional services, with policy limits

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of not less than ($ Five Million Dollars ($10,000,000) per claim and ($) in the aggregatefor errors and omissions and Five Million Dollars ($10,000,000) in the aggregate. If Professional Liability insurance procured and maintained is on claims-made basis, the insurance policy shall have a retroactive date which shall precede the commencement of the preconstruction phase services and which date is no later than the policy inception date.

§ 14.3.1.67 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

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§ 14.3.1.8 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the Commercial General Liability coverage, Umbrella (excess) Liability coverage, Automobile Liability coverage, and to the extent commercially available shall cause all other insurance required under Section 14.3.1, to include the Owner, Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, and the State of Connecticut as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the additional insureds' insurance policies or self-insurance, including any deductible maintained by or provided to such additional insureds. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement. Without limiting the foregoing, additional insured coverage under the Commercial General Liability coverage shall (1) include the Owner, Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, and the State of Connecticut as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; (2) include the Owner, Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, and the State of Connecticut as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations; (3) be primary and non-contributory to any of the additional insureds' general liability insurance policies and apply to both ongoing and completed operations; and (4) to the extent commercially available, provide additional insured coverage no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04 and CG 20 37 07 04.

.1Network Security and Privacy Liability. Claims arising from the actual or alleged failure of the Construction Manager's network security, including unauthorized access to, or use of, computer systems; failure to prevent the transmission of malicious code; denial-of-service attacks; and any actual or alleged breach, compromise, or unauthorized acquisition, access, use, or disclosure of confidential information, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), student records, or any other non-public, sensitive, or regulated data of the City, the Ansonia Public School District, and their employees, students, residents, contractors, or any third party;

.2Privacy Regulatory Defense and Penalties. Defense costs and penalties or fines (to the extent insurable under applicable law) arising from any regulatory action, investigation, or proceeding brought by any federal, state, or local governmental authority related to an actual or alleged violation of any privacy or data-protection law, statute, or regulation, including, without limitation, the Connecticut Data Privacy Act (Conn. Gen. Stat. § 42-515 et seq.), the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and any other applicable data-breach notification or privacy statute;

.3Notification Costs and Credit Monitoring. Costs and expenses incurred in connection with legally required or voluntarily undertaken notification to affected individuals, including credit-monitoring services, identity-theft monitoring and restoration services, call-center services, forensic investigation expenses, and public-relations and crisis-management costs;

.4Data Recovery and Business Interruption. Costs associated with the restoration, recreation, or recovery of lost or corrupted electronic data, as well as business-interruption losses sustained by the City and/or Ansonia Public School District resulting from a network-security event caused by the Construction Manager's acts, errors, or omissions;

.5 Technology Errors and Omissions. Claims arising from acts, errors, or omissions in the rendering of, or failure to render,

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technology or professional services in connection with the Project, including the design, implementation, integration, maintenance, or management of any computer systems, building-information modeling (BIM) platforms, computer-aided design (CAD) systems, project management software, or other digital tools and electronic deliverables provided to or on behalf of the City of Ansonia and/or the Ansonia Public School District;

.6Cyber Extortion and Ransomware. Costs, expenses, and ransom payments (to the extent insurable under applicable law) incurred as a result of a credible cyber-extortion threat or ransomware event directed at the Construction Manager's systems that hold, process, or have access to City of Ansonia data or Ansonia Public School District data.

For the Cyber Security/Liability insurance, the Construction Manager agrees to maintain a retroactive date prior to the earlier of the effective date of the Agreement or the commencement of preconstruction phase services under the Agreement. The Construction Manager will contractually require any subconsultant or subcontractor firm it engages to perform preconstruction services under the Agreement to maintain cyber security and liability insurance each and with the same provisions and for the same time period indicated in this Section § 14.3.1.7.1 or such other period as the Owner may otherwise agree on a case-by-case basis.

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§ 14.3.1.~~8 The Construction Manager shall provide certificates of insurance~~9 The Construction Manager's Commercial General Liability, Umbrella (Excess) Liability, Automobile Liability policies, and insurance policies required under Sections 14.3.1.5, 14.3.1.6, and 14.3.1.7 shall permit the Construction Manager to waive rights of subrogation against, and shall include a waiver of subrogation endorsement in favor of, the Owner, Ansonia Public School District, Ansonia Board of Education, the OPM, the Architect, the State of Connecticut, and their employees, volunteers, directors, officers, and agents.

§ 14.3.1.10 The Construction Manager, for itself and its insurers, waives all rights of recovery against the Owner, the Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, and the State of Connecticut, and their employees, volunteers, directors, officers, and agents for losses covered by any policy of liability insurance which the Construction Manager is required to purchase and maintain pursuant to this Contract, and/or which the Construction Manager in fact purchases and maintains pursuant to this Agreement or which otherwise applies to the Work or the Project.

§ 14.3.1.11 The Construction Manager shall require all its Subcontractors and their insurers to waive all rights of recovery against the Owner, the Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, and the State of Connecticut, and their employees, volunteers, directors, officers, and agents for losses covered by any policy of liability insurance which any such Subcontractor is required to purchase and maintain pursuant to the Contract Documents and/or their Subcontract with the Construction Manager in connection with the Work, and/or which the Subcontractor in-fact purchases and maintains in connection with the Project and/or the Work.

§ 14.3.1.12 The Construction Manager shall provide certificates of insurance and policy endorsements to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2~~.~~1.13 The Construction Manager and its insurers for each liability insurance policy required under this Section 14.3.1 shall give the Owner no less than thirty (30) days' prior written notice in advance of any termination, expiration, cancellation, reduction, or any other change in coverage, or ten (10) days' prior written notice of a termination or cancellation for non-payment. All certificates of insurance and such notices required to be given to the Owner shall be sent by registered mail and email to:

Robert Evans, Director of Facilities, Ansonia Public Schools

42 Grove Street

Ansonia, CT 06401

bevans@ansonia.org

Tel: 203-736-5060 ext. 2610

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§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment and/or prior to the performance of any Work at the Project site, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.~~2.1~~ 3 PERFORMANCE BOND AND PAYMENT BOND

The Construction Manager shall provide surety bonds ~~as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents~~, from a company or companies lawfully authorized to issue surety bonds in the State of Connecticut with an AM Best rating of no less than A, VIII or who are otherwise acceptable to the Owner, as follows:

.1 a Payment Bond in the amount of 100% of the Guaranteed Maximum Price; and

.2 a Performance Bond in the amount of 100% of the Guaranteed Maximum Price.

Payment and Performance Bonds shall be AIA Document A312-2010™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312-2010™.

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§ 14.3.3.2 Subcontractor Payment Bonds

§ 14.5.2.2.2 Determination of the Construction Manager's good faith efforts shall include, but shall not be limited to, the following factors: The Construction Manager's employment and subcontracting policies, patterns and practices, including without limitation the Construction Manager's utilization of reasonable steps and best suggested practices established by CHRO to achieve SAGs; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CHRO may prescribe that are designed to promote the participation of SBEs and MBEs in public works projects.

The Construction Manager shall obtain from each Subcontractor with whom the Construction Manager enters into a Subcontract having a Subcontract value or price of One Hundred Thousand Dollars ($100,000.00) or more, a Payment Bond for the protection of persons supplying labor or materials in the prosecution of the Work for the use of each such person, from a company or companies lawfully authorized to issue surety bonds in the State of Connecticut with an AM Best rating of no less than A-VII or who are otherwise acceptable to the Owner and the Construction Manager, which bond shall be in an amount equal to 100% of the amount of such Subcontract. Such Payment Bond shall be AIA Document A312-2010™, Payment Bond, or shall contain provisions identical thereto.

Notice pursuant to Section 1.6.1 of the General Conditions may be delivered by electronic mail to the email address for the recipient's representative identified in Sections 1.1.8 and 1.1.12, as applicable. The subject line of the email shall include the address of the Project and be electronically flagged as "urgent".

§ 14.5.1 Execution in Counterparts. This Agreement and any of the other Contract Documents requiring signature of the parties may be signed in two or more separate counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument, provided such instrument not be effective until each party has executed and exchanged at least one counterpart. Exchange by fax, or by email attaching an executed copy of this Agreement or other Contract Document so-executed, and/or in Adobe Portable Document Format (".pdf"), will be considered to be a valid and binding obligation of the executing party.

§ 14.5.2 Electronic Signatures. Each party agrees that the parties may, to the extent that it is permissible under applicable law, sign this Agreement or other Contract Documents requiring signature of the parties, by way of electronic signature (such as DocuSign, AdobeSign, etc.), and that that method of signature is as conclusive of each party's intent to be bound by this Agreement or other Contract Documents so-executed, as if it had been signed by each party's manual "wet ink"

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signature.

§ 14.5.2.1 Nondiscrimination Affirmation. The Construction Manager affirms that, by signing this Agreement, the Construction Manager certifies (i) that the Construction Manager has reviewed Connecticut General Statutes Sections 4a-60 (portions of which are set forth in Section 3.1.7 of AIA Document A201-2017), (ii) that the Construction Manager understands its obligations pursuant to Section 3.1.7 of AIA Document A201-2017 and Connecticut General Statutes Section 4a-60, and (iii) that the Construction Manager will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements set forth in Section 3.1.7 of AIA Document A201-2017 and Connecticut General Statutes Section 4a-60(b).

§ 14.5.2.2 Utilization of Small Business and Minority Business Enterprises

This Contract and the Project will be subject to compliance with Connecticut General Statutes Sections 4a-60 and 4a-60g, and State of Connecticut law requirements for spending allocation goals ("SAGs") established by CHRO for the award of subcontracts to Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). There is Eighty-Seven Millions Dollars ($87,000,000) in State funding for construction of this Project. State law requires Project-specific SAGs to be set for this Project based on the Project's needs and available SBEs and MBEs. The SBE SAG for this Project and this Contract is Six and Eight Tenths percent (6.80%), inclusive of the MBE SAG. The MBE SAG for this Project is Three and Three-Tenths percent (3.30%), in each case subject to confirmation by CHRO and DAS before execution of this Agreement. The Construction Manager must demonstrate good faith efforts to meet the applicable SAGs for this Project.

§ 14.5.2.2.1 The Construction Manager shall perform under this Contract in accordance with Connecticut General Statutes Sections 4a-60, 4a-60g and 4a-60h in the procurement of Subcontractors to perform the Work.

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§ 14.5.2.2.3 The Construction Manager shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts.

§ 14.5.3 Equal Employment Opportunity. Construction Manager 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, sex, sexual orientation, physical disability, including but not limited to blindness, unless it is shown by the Construction Manager that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or City of Ansonia. The Construction Manager shall provide to the Owner such information that the Owner requests concerning the employment practices and procedures of the Construction Manager as they relate to the provisions of this Section 14.5.3. For the purpose of the aforesaid provision, performance of the Contract shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection for retention of Subcontractors, or in the procurement of materials, equipment or services.

§ 14.5.3.1 The Construction Manager shall post on the Project site, in conspicuous places available for employees and applicants for employment, notices setting forth its nondiscrimination requirements.

§ 14.5.3.2 In all contracts between the Construction Manager and any consultant, Subcontractor, or supplier, either for Work to be performed under a Subcontract or for the procurement of materials, equipment, or services, each consultant, Subcontractor, or supplier shall be notified in writing by the Construction Manager of the Construction Manager's obligations under this Contract relating to nondiscrimination, and each, through its contracting agent, shall agree to and be bound by such terms of this Contract.

§ 14.5.3.3 Nothing in this Section 14.5.3 shall be deemed to relieve Construction Manager from compliance with all

applicable federal, state and municipal law concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of the Contract.

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§ 14.5.4 Compliance with Connecticut General Statutes Section 31-52. In the employment of labor to perform the Work specified under the Contract Documents, preference shall be given by the Construction Manager to citizens of the United States, who are, and continuously for at least three (3) months prior to the date of this Agreement have been, residents of the labor market area, as established by the Labor Commissioner of the State of Connecticut, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date of this Agreement, and then to citizens of the State of Connecticut who have continuously resided in the state at least three (3) months prior to the date of this Agreement; provided, however, in no event shall this Section 14.5.4 be deemed to abrogate or supersede, in any manner, any provision regarding residence requirements contained in a collective bargaining agreement to which the Construction Manager is a party.

§ 14.5.5 Prevailing Wage. The Construction Manager shall comply with, and cause all Subcontractors and Sub-subcontractors providing labor for performance of the Work and/or off-site custom fabrication for the Work to comply with Connecticut General Statutes Section 31-53. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Ansonia. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. For purposes of this Section 14.5.5, "off-site custom fabrication" means the fabrication of mechanical systems that are fabricated at a site located within the State of Connecticut other than the location of the Project, but are fabricated specifically for the Project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems; provided, "off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

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§ 14.6 Interpretation

§ 14.6.1 Capitalization

Terms capitalized in this Agreement and the other Contract Documents include those that are (1) defined within the Contract Documents, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

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

§ 14.6.3 The invalidity of any provision of any of the Contract Documents shall not invalidate this Agreement or its remaining provisions, or any other provision of any other of the Contract Documents. If it is determined by a court of competent jurisdiction or arbitrator(s) that any provision of this Agreement or any of the other Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be deemed revised to the extent necessary to make that provision legal, and/or valid and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement, and the invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 14.6.4 Headings. Section headings in the Contract Documents are intended solely for convenience or reference, and they shall be given no effect in the construction or interpretation of the Contract.

§ 14.7 Rights and Remedies. The rights and remedies of the Owner that are provided for in this Agreement, and all other rights and remedies that are available to the Owner at law or in equity, are, to the extent permitted by applicable law, cumulative and are not exclusive of any other right or remedy now or hereafter available at law or in equity to the Owner. Neither the Owner's assertion of a right nor employment of a remedy shall preclude the Owner from concurrently asserting any other right or the employment of any other remedy.

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§ 14.7.1 No action or failure to act by the Owner to enforce any provision of the Contract shall constitute a waiver of a right or duty afforded the Owner under the Contract or constitute approval of or acquiescence by the Owner in a breach by the Construction Manager hereunder, except as the Owner may specifically agree in writing, nor shall such action or failure to act by the Owner constitute a waiver of any such provision or a limitation upon the right of the Owner to subsequently enforce strict compliance with all provisions, terms and conditions of the Contract.

§ 14.8 Exhibits and Conflicts. All exhibits to this Agreement (including any schedules, appendices, statements of work, or similar attachments) are hereby incorporated into and made a part of this Agreement. To the extent that there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any such exhibits, the provisions of this Agreement and Guaranteed Maximum Price Amendment (once executed) construed together, shall control, unless the provisions of the concerned exhibit explicitly acknowledge such a conflict and explicitly state that it is the parties' intent that such provisions of the exhibit control with respect to the involved topic.

§ 15.1 This Agreement ~~represents~~and the Contract Documents represent the entire and integrated agreement between the Owner and the Construction Manager ~~and supersedes~~relating to the subject matter of this Agreement and supersede all prior negotiations, representations or agreements, either written or oral, verifiable or alleged. No alteration, modification, or amendment to this Agreement shall be binding upon the parties unless by written instrument signed by the Owner and Construction Manager. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager, by written Change Order, or by writing as otherwise expressly permitted and provided in this Agreement or the other Contract Documents.

.1This AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed, and all documents appended as exhibits thereto

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.4AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended and modified by the Owner and Construction Manager and appended hereto

.1 Exhibit : General Conditions/General Requirements Reimbursable Costs Matrix

.2 Exhibit : Construction Manager's Staffing Matrix

.3 Exhibit : Construction Manager's Fee Proposal Form, dated

.4 Exhibit : Construction Manager's Hourly Labor Rate Schedule

.5Exhibit : Preliminary Project Schedule prepared by the Construction Manager (dates subject to confirmation and approval by the Ansonia School Building Commission)

.6Exhibit : City of Ansonia and Ansonia School Building Commission Request for Qualifications and Proposals for Construction Management-at-Risk Services for the New Middle School and Central Administrative Offices, State Project No: 002-0061 N/PS and 002-0062N/BE, issued October 7, 2026 and Addenda # dated (the "RFQ/RFP").

.7Exhibit : Excerpts from the Construction Manager's Qualifications Submission dated , 2026.

.8 Exhibit : Project Labor Agreement

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AIA® Document A133® – 2019 Exhibit B

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PAGE 1:

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the _____day of _____in the year-

~~(In words, indicate day, month and year.)~~ 20 .

~~(Name and location or address)~~

~~THE OWNER:~~

~~(Name, legal status, and address)~~

Construction of the new Ansonia Middle School and Ansonia Public School District Central Administrative Offices at 64 and 78 Pulaski Highway, Ansonia, Connecticut 06401.

State Project No: 002-0061 N/PS

State Project No: 002-0062 N/BE

THE OWNER:

City of Ansonia, Connecticut, acting through its School Building Commission

Ansonia City Hall

253 Main Street

Ansonia, CT 06401

[NAME]

[ADDRESS]

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in the Agreement, this Exhibit, and elsewhere in the Contract Documents. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction, as defined in the Agreement.

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§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a ~~builder's~~builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. ~~This~~The Owner's property insurance shall include the interests of the Owner, the Construction Manager, Subcontractors, and Sub-subcontractors of all tiers in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~party providing such insurance shall be responsible for all loss not covered because of such deductibles or retentions.

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§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage ~~to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds~~, automobile liability coverage, umbrella or excess coverage, and to the extent commercially available shall cause all other insurance policies described in Sections B.3.2.8, B.3.2.9, and B.3.2.11, to include (1) the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, the OPM, the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, as additional insureds, without a requirement for privity of contract, for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any ~~of the Owner's~~ general liability insurance policies maintained by the Owner or any other additional insured and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The additional insured coverage in such policies procured by the Construction Manager, as named insured, shall not limit coverage thereunder to vicarious liability of the additional insured or liability arising out of only the named insured's negligence. All insurance policies maintained by the Construction Manager shall be deemed primary and non-contributory to insurance maintained by any additional insured, up to and including the limits of any Umbrella or Excess coverage, in the event of loss arising out of the Construction Manager's performance of the Work, and all such insurance policies shall provide that where there is more than one insured thereunder the policy will apply to each insured separately as if there were a separate policy covering each insured except with respect to the policy limits of such policy.

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide current certificates of insurance acceptable to the Owner ~~evidencing compliance with the requirements in this Article B.3~~, signed copies of all policies and signed copies of all policy endorsements issued by insurers for each policy required under this Exhibit, and if requested by the Owner redacted certified copies of such policies or any part thereof deemed necessary in the sole opinion of the Owner to demonstrate and evidence the Construction Manager's compliance with the requirements for insurance under the Agreement and/or in this Article B.3 and the requirements in Article B.4, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the ~~Owner as an additional insured~~City of Ansonia, Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc. (the Owner's Project Manager ("OPM") identified in Section 1.1.10.6.1 of the Agreement), the Architect, the Architect's consultants, and all of their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, as additional insureds on the Construction Manager's Commercial General Liability ~~and excess or umbrella liability policy or policies.~~, Automobile Liability, and excess or umbrella liability policy or policies. The Construction Manager's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of no less than A, VIII or otherwise acceptable to the Owner. The

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Construction Manager or its insurer(s) shall give the Owner and any additional insured(s) under any such policies no less than thirty (30) days' prior written notice in advance of any termination, expiration, cancellation, reduction, or other change in coverage, and ten (10) days' prior written notice of any termination or cancellation of a policy for non-payment. All certificates of insurance and notices required pursuant to this Exhibit to the Agreement shall be sent by registered mail and email to:

Robert Evans, Director of Facilities, Ansonia Public Schools

42 Grove Street

Ansonia, CT 06401

bevans@ansonia.org

PAGE 5:

§ B.3.2.1 ~~The~~Before commencement of the Construction Phase and construction of the Work at the Project site, the Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

Seven (7) years after the date of Substantial Completion of the Work.

Insurance requirements are independent of, and in addition to, the Construction Manager's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Construction Manager's liability under the Contract Documents to the limits of coverage of insurance required hereunder. The Construction Manager shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required to be provided by the Construction Manager. The limit and coverages set forth herein are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the additional insureds to the stated minimum coverage amounts in the event the Construction Manager maintains coverage at higher limits.

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($~~ Two Million Dollars ($2,000,000) each occurrence, ~~($~~ Four Million Dollars ($4,000,000) general aggregate, and ~~($~~ Four Million Dollars ($4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.4 bodily injury or property damage arising out of completed operations; ~~and~~

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions; and

.6 electronic data liability (under endorsement ISO CG 04 37 or its equivalent).

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§ B.3.2.4 ~~The Construction Manager 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 insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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~~Umbrella or Excess liability insurance on an occurrence basis in excess of the coverages and limits required for the primary liability insurance required under Sections B.3.2.2, B.3.2.3 and B.3.2.6, in an amount not less than Twenty-Five Million Dollars ($25,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) unimpaired general aggregate per location/project (including Twenty-Five Million Dollars ($25,000,000) for

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products-completed operations hazard). Umbrella or Excess coverage shall be follow-form on a primary and non-contributory basis. The Umbrella or Excess insurance policies shall provide the same or greater coverage as the coverages required under Sections B.3.2.2, B.3.2.3 and B.3.2.6, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Umbrella or Excess insurance policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella or Excess coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability coverage, Automobile Liability, and required under Sections B.3.2.2, B.3.2.3 and B.3.2.6, and who are "Indemnitees" under Section 3.18.1 of AIA Document A201-2017, and Umbrella or Excess coverage for such additional insureds shall apply as primary and non-contributory before any other insurance or self-insurance or self-insured retention, including any deductible maintained by or provided to the additional insured, and shall apply without the need for privity of contract as to any additional insured. Umbrella or Excess coverage as to each primary policy shall be maintained for the same period of time required under this Exhibit for the primary policy.

~~§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, 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.~~ B.3.2.2.3 The Commercial General Liability coverage general aggregate limit shall apply separately to each project on a per-project basis and shall be unimpaired at commencement of the Work. The Commercial General Liability coverage shall be written on the most recent ISO occurrence form (CG 00 01) or a substitute occurrence-based form providing equivalent coverage, and shall include coverage for liability arising from premises, operations, independent contractors, products/completed operations covering construction means and methods to be maintained for no less than a period of seven (7) years after final completion of the Work, personal and advertising injury, contractual liability (without requiring privity of contract), and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Commercial General Liability coverage shall apply to, and not exclude coverage for: joint negligence of the Construction Manager and other persons; acts and/or omissions of Subcontractors and Subcontractors' sub-subcontractors, and/or independent contractors; completed operations; cross liability and severability of interests; contractual liability; claims or loss for gravity related independent contractor, subcontractor, or sub-subcontractor Work and/or height limitations.

The City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, shall be included as additional insureds under the Commercial General Liability policy, to the extent commercially available using an endorsement with coverage no less than that provided under CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. Insurance for additional insureds shall be as broad as the coverage provided for the named insured. Commercial General Liability coverage shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

§ B.3.2.3 Automobile Liability written on the most recent ISO form CA 00 01 or its equivalent, covering vehicles owned, hired vehicles, and non-owned vehicles, including trailers, used by the Construction Manager and/or used in connection with the Work, with policy limits of not less than Two Million Dollars ($2,000,000) 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. If vehicles are used to transport hazardous material then ISO CA 99 48 (broadened pollution) and an MCS90 endorsement will be included unless Pollution Liability coverage as described in Section B.3.2.9 is applicable to operations and vehicles being used.

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§ B.3.2.11 Cyber Security/Liability Insurance for first-party and third-party losses due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy and identity theft with policy limits of not less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) in the aggregate. The insurance will remain in effect during the entire duration of the Agreement and for not less than three (3) years after the latest of (i) Substantial Completion of the Work, (ii) termination of this Agreement, or (iii) the return or certified destruction of all City of Ansonia and Ansonia Public School District data in the possession or control of the Construction Manager and its subcontractors and subconsultants. If coverage is written on a claims-made basis and is cancelled or not renewed during such period, the Construction Manager shall purchase an extended reporting period of not less than three (3) years. The

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retroactive date shall be no later than the earlier of the effective date of this Agreement or the commencement of services under the Agreement, and shall be maintained without advancement. This insurance shall include coverage for, at a minimum, direct loss of property or use of property, resulting damage, infringement of intellectual property, invasion of proprietary information (including theft, damage, destruction or alteration of electronic information), extortion or breach of security, and costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of a potential or actual breach arising out of or in connection with the Construction Manager's performance of the Contract. The insurance will include coverage for, and shall not contain an exclusion or restriction of coverage for, the following:

§ B.3.2.4.1 The Construction Manager may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employers' Liability, through a combination of primary and excess or umbrella "follow form" liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2, B.3.2.3 and B.3.2.6, 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, and aggregate limits of liability shall apply separately with respect to the Work.

§ B.3.2.6 Employers' Liability with policy limits not less than ~~($~~ One Million Dollars ($1,000,000) each accident, ~~($~~ One Million Dollars ($1,000,000) each employee, and ~~($~~ One Million Dollars ($1,000,000) policy limit.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, including without limitation, surveying, geotechnical investigation, design, engineering, stamping of drawings or specifications, consulting, programming or development of software, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($~~ Ten Million Dollars ($10,000,000) per claim and ~~($) in the aggregate.~~ Ten Million Dollars ($10,000,000) in the aggregate. If Professional Liability insurance procured and maintained is on claims-made basis, the insurance policy shall have a retroactive date which shall precede the commencement of the Work and which date is no later than the policy inception date, and coverage shall be continuously maintained until at no less than seven (7) years after Substantial Completion of the Project.

§ B.3.2.9 If the Work involves the handling, abatement, clean-up, removal, transport, dissemination, use, or release of pollutants or hazardous materials, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($) per claim and ($) in the aggregate~~Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. The policy shall provide coverage lead, mold and asbestos liability. The policy must specifically include coverage for asbestos, lead paint, and other hazardous building materials such as PCBs and abatement operations, and eliminate or modify any pollution exclusions so that any such exclusion does not apply to bodily injury or property damage, including without limitation, claim relating to asbestos, lead paint, and other hazardous building materials such as PCBs, including their abatement, handling, transport, or disposal. The policy shall be written on an occurrence basis. Coverage shall include first-party and third-party claims, including without limitation claims for non-owned locations, as well as coverage for cleanup, legal, and claims expenses, including transit and disposal. To the extent commercially available and permitted by law, the policy shall extend coverage to persons required to be named as additional insureds under the Construction Manager's Commercial General Liability policy in accordance with Sections B.3.1.3 and B.3.2.2. Full policy forms and endorsements are subject to review by the Owner.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($~~ Ten Million Dollars ($10,000,000) per claim and ~~($) in the aggregate.~~Ten Million Dollars ($10,000,000) in the aggregate.

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§ B.3.2.14 The Construction Manager's Commercial General Liability, Umbrella/Excess Liability, Automobile Liability, and Worker's Compensation insurance policies shall include a waiver of subrogation endorsement in favor of the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut.

~~§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such~~

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~~activities, with policy limits of not less than ($) per claim and~~ .1Network Security and Privacy Liability. Claims arising from the actual or alleged failure of the Construction Manager's network security, including unauthorized access to, or use of, computer systems; failure to prevent the transmission of malicious code; denial-of-service attacks; and any actual or alleged breach, compromise, or unauthorized acquisition, access, use, or disclosure of confidential information, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), student records, or any other non-public, sensitive, or regulated data of the City of Ansonia, the Ansonia Public School District, and their employees, students, residents, contractors, or any third party;

.2Privacy Regulatory Defense and Penalties. Defense costs and penalties or fines (to the extent insurable under applicable law) arising from any regulatory action, investigation, or proceeding brought by any federal, state, or local governmental authority related to an actual or alleged violation of any privacy or data-protection law, statute, or regulation, including, without limitation, the Connecticut Data Privacy Act (Conn. Gen. Stat. § 42-515 et seq.), the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and any other applicable data-breach notification or privacy statute;

.3Notification Costs and Credit Monitoring. Costs and expenses incurred in connection with legally required or voluntarily undertaken notification to affected individuals, including credit-monitoring services, identity-theft monitoring and restoration services, call-center services, forensic investigation expenses, and public-relations and crisis-management costs;

.4Data Recovery and Business Interruption. Costs associated with the restoration, recreation, or recovery of lost or corrupted electronic data, as well as business-interruption losses sustained by the City and/or Ansonia Public School District resulting from a network-security event caused by the Construction Manager's acts, errors, or omissions;

.5 Technology Errors and Omissions. Claims arising from acts, errors, or omissions in the rendering of, or failure to render, technology or professional services in connection with the Project, including the design, implementation, integration, maintenance, or management of any computer systems, building-information modeling (BIM) platforms, computer-aided design (CAD) systems, project management software, or other digital tools and electronic deliverables provided to or on behalf of the City of Ansonia and/or the Ansonia Public School District;

.6Cyber Extortion and Ransomware. Costs, expenses, and ransom payments (to the extent insurable under applicable law) incurred as a result of a credible cyber-extortion threat or ransomware event directed at the Construction Manager's systems that hold, process, or have access to City of Ansonia data or Ansonia Public School District data.

§ B.3.2.12 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.~~12~~13 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

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[X ~~]~~] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding ~~and other equipment.~~, tools, and other equipment, whether owned, rented or borrowed, and which is not intended to be incorporated into the Project while at the Project site, in-transit or in storage away from the Project site

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The Construction Manager shall provide surety bonds, from a surety company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located~~State of Connecticut, with an AM Best rating of no less than A, XIII or who are otherwise acceptable to the Owner, or who are otherwise acceptable to the Owner, as follows:

In the amount of 100% of the Guaranteed Maximum Price

In the amount of 100% of the Guaranteed Maximum Price

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Payment and Performance Bonds shall be ~~AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~in such form and contain such provisions as determined by the Owner to be acceptable.

§ B.4.1 To the fullest extent permitted by law, the Construction Manager, for itself and its insurers, waives all rights of recovery and all rights of subrogation against the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss (including loss which should have been covered by the insurance required pursuant to this Agreement to be procured and maintained by the Construction Manager), for losses within the scope of any liability insurance policy which the Construction Manager is required to purchase and maintain pursuant to this Agreement and/or losses covered by any liability insurance policy which the Construction Manager in-fact purchases and maintains.

§ B.4.2 To the extent commercially available, all insurance policies required to be procured by the Construction Manager pursuant to the Agreement and/or which the Construction Manager in-fact procures in connection with the Work and/or which otherwise apply to the Work or the Project, shall not prohibit and shall permit the Construction Manager to waive rights of subrogation against, and shall include a waiver of subrogation endorsement in favor of, the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut. Policy endorsements shall confirm the insured status of all "Indemnitees" under Section 3.18.1 of AIA Document A201-2017 as additional insureds under such policies, as well confirm waiver of subrogation against each such person.

§ B.4.2.1 The Construction Manager shall require all its Subcontractors and their insurers to waive all rights of recovery against the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss, for losses covered by any policy of insurance which any such Subcontractor is required to purchase and maintain pursuant to the Contract Documents and/or its subcontract with the Construction Manager in connection with the Work, and/or which the Subcontractor in-fact purchases and maintains in connection with the Project and/or the Work.

§ B.4.3 The Construction Manager shall ensure that all Subcontractors maintain insurance policies, written by insurance companies licensed to do business in the State of Connecticut with an AM Best rating of no less than A, VII, or otherwise acceptable to the Owner on a case-by-case basis, which policies are consistent with the requirements set forth in this Insurance and Bonds Exhibit and in the Agreement, including without limitation, the naming of additional insureds as provided and required in Article B.3 above, with coverage limits not less than the following:

(1) Workers' Compensation at statutory limits;

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(2)Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each disease, and One Million Dollars $1,000,000) per disease per employee;

(3)Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) each offense for Personal and Advertising Injury, Two Million Dollars ($2,000,000) general aggregate per project, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard;

(4)Automobile Liability insurance with policy limits of not less than One Million Dollars ($1,000,000) each accident – combined single limit;

(5)Umbrella Liability insurance in an amount not less than Five Million Dollars ($5,000,000) per occurrence, Five Million

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Dollars ($5,000,000) General Aggregate limit, and Five Million Dollars ($5,000,000) products-completed operations aggregate limit;

(6)For each Subcontractor performing Work that involves the handling, abatement, clean-up, removal, transport, dissemination, use, or release of pollutants or hazardous materials, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint, Trade Contractor's Pollution Liability insurance, with policy limits of not less than Five Million Dollars ($ 5,000,000) each claim and Five Million Dollars ($5,000,000) in the aggregate; and

(7)For each Subcontractor performing Work that includes engineering or other design services, Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars ($2,000,000) each claim and Two Million Dollars ($2,000,000) in the aggregate;

or such lower limits are determined by the Construction Manager on a case-by-case basis for a specific Subcontractor, subject to the Owner's prior written approval of such lower coverage limits which approval shall not be unreasonably withheld. The Construction Manager shall include in all subcontract agreements the obligation of the Subcontractors to comply with these insurance requirements. The Construction Manager shall not permit any Subcontractor or sub-subcontractor to perform any Work on the Project site until such time as the Construction Manager has obtained satisfactory evidence from such Subcontractors and sub-subcontractors that the foregoing insurance requirements have been satisfied.

§ B.4.4 The Construction Manager shall cause any Subcontractor with a subcontract value in excess of $100,000 to furnish payment and performance bonds from a company or companies lawfully authorized to issue surety bonds in the State of Connecticut with an AM Best rating of no less than A, VII or who are otherwise acceptable to the Owner. The amount of any such bond shall be the amount of the subcontract price and/or the amount of all compensation to be paid to any such subcontractor pursuant to such subcontract, and shall be in a form approved by the Owner, and shall name the Owner and the Construction Manager as multiple obligees thereunder.

§ B.4.5 If, as a result, in whole or in part, of the negligence (or other act for which there is legal liability) of the Construction Manager, its employees, agents, or subcontractors of any tier, any person (including employees of the Construction Manager) injury or death occurs to any person or any property is damaged, lost or destroyed, or any other loss occurs, the Construction Manager assumes the liability therefor and agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, harmless from any and all such injury, death, property damage or other loss, including reasonable attorneys' fees incurred in connection therewith. The foregoing obligations are independent from, and not limited in any manner by, the Construction Manager's insurance coverage obtained pursuant to this Agreement or otherwise. The Construction Manager shall not be required to defend, indemnify or hold harmless an indemnitee against claims for bodily injury or property damage solely caused by or resulting from the negligence of such indemnitee.

§ B.4.6 Additional General Requirements

§ B.4.6.1 Limits of coverage stated above for any insurance are minimum required amounts, and if higher limits of coverage are maintained for any coverage, such higher limits will become those required by this Agreement. Minimum coverage limits required for insurance required to be procured and maintained by the Construction Manager may be satisfied through any combination of primary and umbrella or excess coverage, provided there shall be no gaps in the form or limits between primary and umbrella or excess coverage. Policy limits available to any additional insured shall be the full policy limits maintained by the named insured. The amounts of insurance specified herein and agreed to by the parties are minimum requirements only and shall in no way limit the liability of the Construction Manager, nor the applicability or availability of the Construction Manager's insurance.

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§ B.4.6.2 Any retention or deductible applicable on any insurance policy procured and maintained by the Construction Manager shall be clearly stated and shall be the sole responsibility of the Construction Manager together with any applicable premium charge, claim cost, penalties, assessment, tax or other costs associated with the Construction

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Manager's risk funding obligations. Self-insured retention or any deductible in excess of Fifty Thousand Dollars ($50,000) shall require the Owner's prior written approval.

§ B.4.6.3 To the extent commercially available and permitted by law, the City of Ansonia, the Ansonia Public School District, the Ansonia Board of Education, Arcadis U.S., Inc., the Architect, the Architect's consultants, and all of their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and representatives, and the State of Connecticut, shall be named as an additional insured on the insurance policies described in Sections B.3.2.2, B.3.2.3, B. 3.2.4, B.3.2.7, B.3.2.9, and B.3.2.11, without a requirement for privity of contract. The additional insured coverage in such policies procured by the Construction Manager, as named insured, shall not limit coverage thereunder to vicarious liability of the additional insured or liability arising out of only the named insured's negligence.

§ B.4.6.4 All insurance policies maintained by the Construction Manager shall be deemed primary and non-contributory to insurance maintained by any additional insured, up to and including the limits of any Umbrella or Excess coverage, in the event of loss arising out of the Construction Manager's performance of the Work, and all such insurance policies shall provide that where there is more than one insured thereunder the policy will apply to each insured separately as if there were a separate policy covering each insured except with respect to the policy limits of such policy. The Construction Manager shall obtain certificates for each policy which evidence that coverage is in accordance with these requirements.

§ B.4.6.5 The Construction Manager shall provide evidence that coverage meets the requirements of this Agreement by providing to the Owner certificates of insurance for each policy, and if requested by the Owner redacted certified copies of such policies or any part thereof deemed necessary in the sole opinion of the Owner to demonstrate compliance with the Construction Manager's obligations under the Agreement. The Owner's acceptance of evidence of insurance shall in no way constitute or be construed as the Owner's affirmation that the Construction Manager has fully satisfied any or all of such obligations or the Owner's waiver of any right or claim arising out of or relating to the Contract Documents. As soon as possible prior to the execution of the Guaranteed Maximum Price Amendment, and in no event later than ten (10) days prior to the commencement of the Work, the Construction Manager shall provide to the Owner certificates of insurance and/or certified copies of the policies requested by the Owner as evidence that all insurance coverage required pursuant to this Agreement to be procured and maintained by the Construction Manager during performance of the Work has been so procured. Neither the Construction Manager nor any Subcontractor may perform activities for construction of the Work at or on the Project site prior to Construction Manager's delivery of such evidence to the Owner, and no failure to or delay in delivering such evidence to the Owner shall constitute a basis for any increase to Cost of the Work, the Contract Sum, or the Contract Time.

§ B.4.6.6 The Construction Manager and its insurers for each liability insurance policy required under this Agreement shall give the Owner and any additional insured under any such policy, no less than thirty (30) days' prior written notice in advance of any termination, expiration, cancellation, or reduction or other change in coverage, and in advance of the date by which renewal is required to continue coverage under any such policy, and ten (10) days' prior written notice of a termination or cancellation of a policy for non-payment.

§ B.4.6.7 In the event that any policy required to be procured and maintained by the Construction Manager or a Subcontractor is not renewed within the time period required in this Exhibit, expires, or is cancelled prior to final payment by the Owner to the Construction Manager, and the Construction Manager or Subcontractor, as the case may be, fails to immediately procure other insurance as specified, the Owner shall have the right, but not the obligation, to procure such insurance as will protect the Owner from such failure, and to charge the Construction Manager for the Owner's costs and/or withhold and deduct an amount equal to the Owner's costs for such insurance from payments otherwise due to the Construction Manager pursuant to the Contract.

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PAGE 1:

~~(Name and location or address)~~

~~THE OWNER:~~

~~(Name, legal status and address)~~

Construction of the new Ansonia Middle School and Ansonia Public School District Central Administrative Offices at 64 and 78 Pulaski Highway, Ansonia, Connecticut 06401.

State Project No: 002-0061 N/PS

State Project No: 002-0062 N/BE

THE OWNER:

City of Ansonia, Connecticut, acting through its School Building Commission

Ansonia City Hall

253 Main Street

Ansonia, CT 06401

Tecton Architects, P.C.

34 Sequassen Street, Suite 200

Hartford, CT 06106

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor, as it may be amended (hereinafter the Agreement) and consist of the Agreement, these General Conditions of the Contract ~~(General~~for Construction, Supplementary Conditions and/or other Conditions~~)~~ to the Contract for Construction, 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, (including, without limitation, the Guaranteed Maximum Price Amendment upon its execution and exhibits thereto and other documents incorporated and made a part of the Guaranteed Maximum Price Amendment), (2) a Change

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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~~request for qualifications and/or request for proposals, instructions to proposers, invitations 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 the Contractor's proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.1.1 The terms "Contractor" and "Construction Manager" shall have the same meaning as used throughout the General Conditions.

§ 1.1.1.2 The terms "Subcontractor" and "Trade Contractor" shall have the same meaning as used throughout the General Conditions.

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§ 1.1.1.3 The terms Sub-Subcontractor and Sub-Trade Contractor shall have the same meaning as used throughout the General Conditions.

§ 1.1.1.4 To the extent that these General Conditions conflict or are otherwise inconsistent with the terms of the Agreement, the Agreement shall control and take precedence.

The Contract Documents form the Contract for Construction between the Owner and the Contractor (the "Contract"). 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, supplier, 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.~~

The term "Work" means the construction and services required by, reasonably inferable from, and as necessary to produce the results intended by, the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations or to be provided by Subcontractors, material suppliers, Sub-subcontractors or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or Architect, or their respective agents, employees, officers, officials, directors, or consultants, any duty, obligation, or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work, including, but not limited to, the following: shoring, scaffolding, hoists, weatherproofing, or any temporary facility or activity, because these are the sole responsibility of the Contractor.

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, project manuals, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.9 CONTRACTOR

The term "Contractor" as used in these General Conditions or any of the Contract Documents, shall mean and refer to the Construction Manager, as defined in the Agreement.

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§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of

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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. If, pursuant to the Contractor's Standard of Care (defined below), after commencing performance of the Work, the Contractor discovers any inconsistency within or among parts of the Contract Documents which set forth the requirements for the Work, or between the requirements for the Work set forth in the Contract Documents and applicable standards, codes or ordinances, the Contractor shall promptly give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise instructed in writing by the Architect or the Owner, provide work or materials that comply with applicable standards, codes or ordinances, and, if not in conflict with such standards, codes and ordinances, further provide work or materials of the better quality and/or greater quantity set forth in the Contract Documents as instructed by the Architect or the Owner.

§ 1.2.4 In the event of conflict or inconsistency among the Contract Documents of which neither the Owner nor the Architect was made aware prior to execution of the Agreement, the Architect's decision as to interpretation of Contract Documents or requirements established by the Contract Documents shall govern. If there is any conflict or inconsistency among the Contract Documents, including without limitation in the Drawings, or between the Drawings and the Specifications, the Contractor shall provide the better quality of, or the greater quantity of, Work or materials unless otherwise directed in writing by the Architect or the Owner.

§ 1.2.5 Where a typical or representative detail is shown on the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work. Where necessary, the Contractor shall adopt such detail for use in such corresponding portions of the Work in a manner that is satisfactory to the Architect.

§ 1.2.6 The Contractor shall refer to, and require all Subcontractors to refer to, all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the documents of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated and intended results. If the Contractor reasonably interprets the Drawings and Specifications as requiring Work that, if performed and provided, cannot result in Work of the quality required by or reasonably inferable from the Contract Documents, or if discrepancies appear among the Contract Documents, the Contractor shall request, in writing, an interpretation from the Architect before proceeding with the subject Work. If the Contractor fails to make such request, the Contractor may not thereafter request or submit a Claim to be excused for any failure to perform and provide the subject portions of the Work in accordance with the requirements of the Contract Documents or to provide any required guarantees, warranties, or bonds, and the Contractor shall not be entitled to any increase in the Guaranteed Maximum Price and/or Contract Sum, as applicable, or the Contract Time, arising from the matters for which the Contractor failed to submit such request for an interpretation to the Architect.

§ 1.2.7 All indications or notations in the Contract Documents which apply to one of multiple similar situations, materials, or processes, shall be deemed to apply to all such situations, materials, or processes wherever such indications or notations appear for the Work, except where a contrary result is clearly indicated by the applicable portions of the Contract Documents.

§ 1.2.8 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications or other Contract Documents, such references shall be interpreted to mean the most recent revision prior to the date of receipt of bids for the Project elements, except where expressly indicated otherwise.

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§ 1.2.9 Where no quality requirements or standards for materials or workmanship are expressly stated in the Contract Documents for a portion of the Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

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

§ 1.2.11 Mechanical and electrical Drawings are diagrammatic only and are not intended to identify precise physical locations or configuration of Work to be performed and provided by the Contractor. Such Work shall be installed so as to be

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clear of all obstructions, to permit proper clearances for the Work of other trades, and to achieve an orderly appearance where such Work is exposed and/or not covered. The exact locations of fixtures and outlets shall be confirmed by the Architect before the Contractor proceeds with performance of such portions of the Work at the Project site, and Work installed prior to or without such confirmation by Architect shall be relocated at the Contractor's expense.

§ 1.2.12 Test boring and soil test information included with the Contract Documents or otherwise made accessible to the Contractor was obtained by or on behalf of the Owner for use by the Architect in the design of the Work. The Owner does not represent or warrant to the Contractor that such information constitutes an accurate or approximate indication of subsurface conditions at the Project site. Except as provided in Section 3.7.4, the Contractor shall not be entitled to any increase to the Guaranteed Maximum Price or Contract Sum, as applicable, or the Contract Time, in connection with and/or resulting from the Contractor's reliance on such test boring information and/or soil test information.

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.

§ 1.5.1 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights~~Excluding typical standard design details, depictions, instructions, and specifications regularly issued by the Architect or the Architect's consultants in the ordinary course of their design professional practices, the Instruments of Service created by the Architect and the Architect's consultants for the Project, including without limitation the Drawings and Specifications or other documents, shall be deemed to be the property of the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ~~Architect's or Architect's consultants' reserved rights~~reserved rights of the Owner of such Instruments of Service.

§ 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~~acceptable to the Owner. 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.~~.

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§ 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 or where the "confidential" information is part of the public record, is already known to the Contractor, or is independently developed by the Contractor without reference to such "confidential" information. 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.

The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments of Service or any other information or documentation in digital form.

§ 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~~Owner's representative shall ~~designate in writing a representative who~~ be the person designated as such in the Agreement, or a successor to such person designated by the Owner in writing from time to time, which person 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~~, subject to such limitations as Owner may specify in writing to Contractor from time to time. Any action taken on Owner's behalf other than by the representative so designated by Owner will not be binding upon the Owner. The Architect does not have such authority. The term "Owner"

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means the Owner or the Owner's authorized representative.

~~§ 2.1.2~~ The Owner ~~shall furnish~~will provide written notification 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~~ of the identity and contact information of any person (other than the person identified in Section 1.1.8 of the Agreement) that is to serve as a designated representative of the Owner.

§ 2.1.2 Intentionally omitted.

§ 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~~If such evidence is requested, 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~~Intentionally Omitted.

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§ 2.3.1 Except for ~~permits~~fees and ~~fees that~~filings the payment of which are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure, file and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities unless otherwise provided in the Contract Documents.

§ 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, provided the services of the Architect (or engineer, as applicable) are still needed for the Project at the time of termination.

§ 2.3.4 The Owner, through the Architect, shall furnish surveys describing physical characteristics, and 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 in documents furnished by or on behalf of the Owner, ~~but shall exercise proper precautions relating to the safe performance of the Work.~~to the extent such documents affirmatively describe or identify the physical characteristics, legal limitations and utility locations for the site of the Project. Notwithstanding any such information received by the Contractor, the Contractor shall at all times exercise proper precautions relating to the safe performance of the Work. Any other data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings (collectively, "Site Data"), have been obtained from sources the Owner believes to be reliable. Accuracy of the Site Data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

§ 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~~such information and services with reasonable promptness after receiving the Contractor's written request for such information or services ~~under~~. To the ~~Owner's control and relevant to the~~

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~~Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services~~extent such information or services are made available to Contractor, the same shall not be deemed to be Contract Documents and there is no warranty or guaranty, either express or implied, that the condition indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Owner's right to order the Contractor to stop the Work shall not relieve the Contractor of any of its obligations under or pursuant to the Contract Documents.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-~~five (5) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect, and all deficiencies in the Work arising therefrom, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the~~ and the deficiencies in the Work arising therefrom. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the Owner's cost of correcting the default or neglect and the deficiencies in the Work arising therefrom, including, without limitation, expenses, attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect, failure, and deficiencies. The Contractor shall also be responsible for all of the Owner's other costs, damages, delays, and associated impacts arising in the event that the Owner exercises its rights under this Section 2.5. 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~~pay the Owner ~~for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure~~amounts due under this Section 2.5. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The right of the Owner to carry out the Work pursuant to this Section 2.5 shall not give rise to any duties on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. In performing any work pursuant to this Section 2.5, the Owner shall have the right to take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor or any Subcontractor.

§ 2.6 ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition to, and shall not be in limitation of, any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

§ 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 and Subcontractors of all tiers shall be lawfully licensed~~,~~ ~~if~~to the extent 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 and provide the Work in accordance with the Contract Documents~~.~~, including without limitation, furnishing all necessary labor, materials, tools, equipment, transportation, water, heat, light, and power necessary for performance of the Work.

~~§ 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.~~

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§ 3.1.2.1 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.

§ 3.1.2.3 CONTRACTOR'S STANDARD OF CARE

§ 3.1.2.3.1 The Contractor shall be responsible for the performance of all of the Work (i) in a good and workmanlike manner; (ii) consistent and in accordance with the Contract Documents; (iii) consistent and in accordance with the instructions, guidance and direction of the Owner and Architect; (iv) consistent and in accordance with the prevailing applicable professional or industry standards; (v) consistent and in accordance with sound practices; and (vi) as expeditiously as is consistent with the foregoing (the standards of this Section 3.1.2.3.1 shall be referred to herein as the "Contractor's Standard of Care").

§ 3.1.2.3.2 The Contractor shall perform the Work as an independent contractor and shall exercise the Contractor's Standard of Care in performing all aspects of the Work and its obligations under the Contract Documents.

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§ 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.

§ 3.1.4 The Contractor shall comply, and shall cause Subcontractors of every tier to comply, with all accounting procedures and record retention policies reasonably requested by the Owner.

§ 3.1.5 NONRESIDENT CONTRACTOR

If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as amended, the Contractor shall provide evidence to the Owner prior to commencement of the Work that the Contractor has complied fully with the provisions of Section 12-430(7). The Contractor is hereby notified that, if any subcontractor or supplier performing any part of the Work under the Contract Documents is a nonresident unverified contractor, the Contractor shall withhold five percent (5%) of all payments to such subcontractor or supplier unless and until such subcontractor or supplier provides to the Contractor a Certificate of Compliance issued by the Connecticut Department of Revenue Services as defined in the Connecticut General Statutes Section 12-430(7). A nonresident unverified contractor is a contractor without an office in the State of Connecticut that is continuously maintained, occupied and used by the contractor's regular employees regularly in attendance to carry on the contractor's business in the contractor's own name and which contractor has not been verified pursuant to the requirements of the Connecticut Department of Revenue Services. The amount withheld pursuant to Connecticut General Statutes Section 12-430(7) shall be in addition to, and not in lieu of, the retainage held by the Contractor under its subcontract with the subcontractor or supplier.

§ 3.1.6 Notwithstanding anything to the contrary in the Contract Documents, the Contractor shall attend such meetings and Project site visits, and make such submissions, as are necessary to comply with Applicable Laws (as defined in the Agreement) and applicable Legal Requirements (as defined in Section 3.7.2 of these General Conditions).

§ 3.1.7 Nondiscrimination

§ 3.1.7.1 Pursuant to the requirements of Connecticut General Statutes Section 4a-60:

(1) The Contractor agrees and warrants that in the performance of the Contract the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-

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related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the Work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Connecticut Commission on Human Rights and Opportunities advising the labor union or worker' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of Section 4a-60 of the Connecticut General Statutes, Connecticut General Statutes Sections 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Connecticut Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

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(5) The Contractor agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Connecticut General Statutes Sections 4a-56 and 4a-60.

(b) The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the Project.

(c) Pursuant to Connecticut General Statutes Section 4a-60(g), the Contractor shall include the provisions of subsections (a) and (b) of this Section 3.1.7.1 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56; provided, if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(d) The Contractor agrees to comply with the regulations referred to in this Section 3.1.7.1 as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has (i) visited and examined the Project site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents, and (ii) evaluated and satisfied itself and will cause its Subcontractors to satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and physical conditions of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) anticipated availability and costs of materials, tools and equipment, and (5) except as provided in Section 10.3, and subject to the provisions of Section 3.7.4, anticipated soil and subsurface conditions of the Project site. The Owner shall not be required to pay any amount, including any increase in the Guaranteed Maximum Price, or make any adjustment in the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section. The provisions of this

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Section 3.2.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

§ 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~~Sections 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents~~ and shall report to the Architect and Owner any errors, inconsistencies or omissions discovered by the Contractor or any variance from Applicable Laws or applicable Legal Requirements. 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, and that the Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and failed to report the same to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear a proportionate amount of the attributable costs for correction.

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§ 3.2.7 The Contractor shall give the Architect notice of any additional Drawings, Specifications or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. Requests for such information shall be made by the Contractor sufficiently in advance of the time such information is needed by the Contractor so as to permit the Architect a reasonable time for responding to such requests without affecting the progress of the Work.

§ 3.2.2.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported by the Contractor to the Architect. After reporting to the Architect any error, inconsistency or omission in the Contract Documents of which the Contractor becomes aware, the Contractor shall not proceed with any Work affected thereby without the Architect's written modifications to the Contract Documents.

§ 3.2.2.2 The Contractor shall fully comply, and shall ensure full compliance by Subcontractors and all others performing Work, with Connecticut General Statutes Sections 16-345 et seq., as amended, commonly known as "Call Before You Dig," and all related regulations. The Contractor shall be responsible for determining the exact location of public and private mains, ducts, poles, and utility services before commencing excavation Work. The utility mains, ducts, poles, and services in the construction area that are referred to or identified in the Drawings, Specifications, or elsewhere in the Contract Documents are shown at the approximate locations furnished by the utilities concerned and may be subject to errors in the source information or transcription. Connecticut General Statutes Section 16-349, as amended, requires notification to the utility protection line before any proposed excavation, discharge of explosives, or demolition within the purview of Connecticut General Statutes Section 16-345 et seq. The Contractor shall make the required notification by calling 811, or any successor telephone number designated by the State of Connecticut, not less than two (2) business days before beginning the excavation, discharge of explosives, or demolition. The Owner shall be notified in the same manner. The Call Before You Dig service is provided by the utility companies. After a call is made, it is the utility's responsibility to analyze the Project site and identify and mark their underground facilities. Privately owned or municipally owned utility mains, ducts, poles, and services may be located in the construction area of the Work, and the Contractor shall contact the Architect to verify their existence and location.

§ 3.2.3.1 The Contractor shall examine the Project site and adjacent premises and the various means of approach to the Project site, and shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all Work involved in the complete execution of the Work shown in the Contract Documents. The Contractor shall further inform itself as to the facilities for delivering, handling, and installing the construction plant and other

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equipment, and the conditions and difficulties that will be encountered in the performance of the Work.

§ 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 and the Contractor shall be responsible for associated delays and impacts. 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, unless the Contractor recognized or reasonably should have recognized such errors, inconsistencies, omissions, or differences and failed to report any of the same to the Architect. The Contractor shall give Architect and Owner timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

§ 3.2.5 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 3, such failure shall preclude the Contractor from any subsequent Claim arising from, or relating to the factors giving rise to the Contractor's obligation to make such report.

§ 3.2.6 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

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§ 3.2.8 The Contractor's execution of the Guaranteed Maximum Price Amendment shall constitute:

.1 A representation by the Contractor that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project for an amount not in excess of the Guaranteed Maximum Price, subject to adjustments in the Guaranteed Maximum Price permitted under the Contract Documents; and (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable Legal Requirements (as defined in Section 3.7.2). The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs of correction.

.2 A certification by the Contractor that it and its Subcontractors have taken all steps necessary to ascertain the nature and location of the Work, and the general and reasonably observable conditions which can or may affect the Work and/or the cost thereof. Failure by the Contractor to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution of the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of the Contract Time or any increase in the Guaranteed Maximum Price. The Contractor shall not be entitled to rely on representations made by any of the officers, employees or representatives of the Owner with the exception of written representations provided directly to the Contractor by the Owner's designated representative identified in the Agreement or otherwise identified pursuant to Section 2.1.1 herein and those representations that are expressly stated in the Contract Documents.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. 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

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may not be safe, the Contractor shall give timely 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~~alternatives, the Contractor shall perform the affected portions of the Work using its proposed alternative means, methods, techniques, sequences, or procedures. In no event shall the Contractor employ construction means, methods, techniques, sequences or procedures that violate (1) requirements of any warranties applicable to the Work; or (2) any Legal Requirements.

§ 3.3.2.1 The Contractor shall be responsible for the coordination and supervision of all Subcontractors and suppliers. The Contractor shall be responsible for coordinating, notifying, and cooperating with any independent materials testing and special inspections service providers engaged by the Owner in connection with the Project and the Work. The Contractor shall enter into subcontracts and supplier purchase orders for portions of the Work as necessary to complete the entirety of the Work required by the Contract Documents. The Contractor shall plan the Work, obtain materials, and execute the construction of the Work, in the most expeditious manner possible in accordance with the requirements of the Contract Documents.

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

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§ 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. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall remove all temporary connections, distribution lines, meters, and associated paraphernalia.

§ 3.3.4 The Contractor shall inspect all materials delivered to the Project site and shall reject any materials that will not conform to the requirements of the Contract Documents if properly installed.

§ 3.3.5 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental authority having jurisdiction over the Project and/or the Work. The Contractor shall not be entitled to any increase to the Guaranteed Maximum Price or the Contract Sum, as applicable, or extension of the Contract Time, in connection with or arising from any failure of the Contractor to obtain any permits, licenses, or other approvals in accordance with the requirements of this Section 3.3.5.

§ 3.3.6 The Contractor shall confine all operations (including storage of materials) conducted on the Project site to areas authorized or approved by Owner.

§ 3.3.7 The Owner may undertake or award other contracts for work at the Project, other than the Work. With regard to the work of the Owner's Separate Contractors and/or their subcontractors and vendors, or work that is otherwise not the responsibility of the Contractor as part of the Work, the Contractor shall fully cooperate with such Separate Contractors and the Owner for the coordination of such work with the Work, as applicable, including providing scheduling information to the Owner and the Separate Contractor(s) with respect to the delivery and installation of services, materials, and equipment by Separate Contractors which must be integrated with the Contractor's Work.

§ 3.3.8 The Contractor shall at all times staff the Project adequately for high-quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.9 The Owner, the Owner's Project Manager ("OPM"), Owner's Designated Representative, the Architect, and the Architect's consultants, shall be given have access to the Project site and all Work by the Contractor. No inspection by any of the foregoing shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

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§ 3.3.10 The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to ensure the progress of the Work in accordance with the Construction Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Construction Schedule, the Contractor shall submit its proposal demonstrating the manner in which the desired rate of progress may be achieved, and the Contractor shall take such steps as may be necessary to meet the Construction Schedule. Unless the Contractor has fallen behind schedule due to delays which entitle the Contractor to an adjustment in the Contract Time in accordance with the terms and conditions of the Contract Documents, the taking of such steps shall be at the sole cost and expense of the Contractor. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of Separate Contractors.

§ 3.3.11 The Contractor's coordination of Work shall include, without limitation, review of all shop drawings (including, without limitation, architectural, civil, structural, mechanical, and electrical shop drawings) submitted by Subcontractors for various trades or subdivisions of work, as indicated by the Contractor's approval in accordance with Section 3.12.

§ 3.3.12 The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. The Contractor shall verify the figures shown on the Drawings before laying out the Work and will be responsible for any errors or inaccuracies resulting from the Contractor's failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of: (1) any conflicts between (a) the Drawings, the Specifications or any Modification to the Drawings or the Specifications and (b) the actual layout of the Work, or (2) any conflicts or inconsistencies in the Drawings, the Specifications or any Modification to the Drawings or the Specifications themselves, the Contractor shall promptly notify the Architect and the Owner. If the Contractor proceeds without the Architect's clarification and instruction on the matter, the Contractor shall proceed at the Contractor's own risk.

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§ 3.4.3 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that the Work is first-class work and in accordance with the standards of construction set forth in the Contract Documents, and so that the Contractor's Standard of Care will be achieved. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.3.1 As required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Ansonia. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. For purposes of this Section 3.4.3.1, "off-site custom fabrication" means the fabrication of mechanical systems that are fabricated at a site located within the State of Connecticut other than the location of the Project, but are fabricated specifically for the Project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems; provided, "off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

§ 3.4.3.2 As required pursuant to Connecticut General Statutes Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under Connecticut General Statutes Section 31-53 on the Project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268 and that any plumber or electrician subject to the continuing education requirements of Connecticut General Statutes Section 20-334d who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration-authorized trainer.

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

§ 3.4.4.1 If the Contractor desires to substitute a product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may propose to do so in a written request delivered to the Architect and the Owner setting forth the following:

.1Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution and relevant materials prepared as part of pre-construction services.

.2Reasons why the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.

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.3The adjustment, if any, in the Contract Sum (or Guaranteed Maximum Price, as applicable), in the event the substitution is acceptable.

.4The adjustment, if any, in the Contract Time and any milestone dates in the event the substitution is acceptable.

.5The Contractor shall submit a written request for any substitution, together with complete substantiating data and information, to the Architect and the Owner not later than thirty (30) days prior to the time that such substitute product or method would be incorporated into the Work. No substitution shall be made by the Contractor, or considered or approved by the Architect or the Owner, without the Contractor's submittal of a written request with respect to such substitution as provided above. The Contractor may make a substitution only: (1) upon the written approval of the Architect and the Owner of such written request therefor after evaluation by them of such request and all accompanying data and information; and (2) in accordance with a Change Order.

.6Any written request for a substitution by the Contractor shall be a representation by the Contractor to the Owner that: (1) the Contractor has investigated the product or method proposed to be substituted and found it to be equivalent to or better than the product or method specified in the Contract Documents, (2) except to the extent otherwise expressly stated in such request, the Contractor is waiving any Claim for additional costs related to such substitution; (3) the Contractor will provide the same warranty for the substitution that the Contractor would for that specified; (4) the substitution will not entail changes in detail and construction of related Work; and (5) the Contractor shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.4.2 The Contract Documents are intended to produce Work of consistent character and quality of design. All components of the Work, including visible items of mechanical and electrical equipment, have been selected to have a coordinated design in relation to the overall appearance of the Work. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve proposed substitutes as equal to materials specified if, in the Architect's opinion, the proposed substitutes would be obtrusive or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes, the Contractor shall, if required by Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from manufacturer originally specified at no additional cost to the Owner.

§ 3.4.5 Notwithstanding the fact that the Contract Documents may specify a particular brand or make of material or equipment "or equal", if the Contractor elects to utilize "equal" materials or equipment rather than the specified materials or equipment, the "equal" materials or equipment will be subject to the prior written approval of the Owner. Where the Contract

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Documents specify a basis-of-design product and two or more manufacturers as acceptable suppliers for furnishing a similar or equal product, if the Contractor elects to utilize as part of the Work the product of a manufacturer that is neither the basis-of-design manufacturer nor a manufacturer specified as an acceptable supplier for furnishing a similar or equal product, the Contractor will be responsible for any cost and/or work necessary to coordinate and/or modify the Work of any other Subcontractors performing portions of the Work which are impacted by the manufacturer selected by the Contractor.

§ 3.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or Architect, unless such substitution was made at the written request or direction of the Owner or Architect.

§ 3.4.7 When the Contract Documents require a portion of the Work to be above the standards required by Applicable Laws or applicable Legal Requirements pertaining to the Work, such portion(s) of the Work shall be performed and completed by the Contractor in accordance with the Contract Documents. Where the Contract Documents describe the Work in general terms without precise details, the Contractor acknowledges that such portions of the Contract Documents shall be interpreted as requiring the best general practice(s) in the performance of the applicable portions of the Work. Any design detail(s) furnished by the Contractor shall be in conformance with Applicable Laws and Legal Requirements, and shall be sufficient for the purposes intended. The Contractor shall inspect all materials delivered to the Project site and all Work performed, and shall promptly reject and return all substandard materials and correct all Work which does not meet the requirements of the Contract Documents without awaiting the Architect's inspection and rejection of any such portions of the Work.

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§ 3.6.2 Subject to Section 3.2.6.1 of the Agreement, if, notwithstanding that the Owner is exempt from the payment of sales, use and similar taxes and/or federal excise tax for labor, services, materials or equipment purchased for the Project, the Contractor incurs increased costs in performing the Work solely as a result of a new or increased federal tax, duty, or tariff on products or materials necessary for performance of the Work which is first enacted after the date of the Owner's acceptance of a Guaranteed Maximum Price proposal or is first enacted after the date of the Contractor's Guaranteed Maximum Price proposal which is accepted by the Owner as-proposed, the Contractor may submit a claim for adjustment of the Guaranteed Maximum Price or the Contract Time, which shall be determined as provided in Articles 7 and 15 of these General Conditions.

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, a Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible, 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. The Contractor shall warrant that the whole of the Work will be in good repair for a period of not less than twelve (12) months from the date of Substantial Completion of the entire Work. The Contractor shall promptly repair all failures in the construction and operation of such Work and appurtenances that may occur before the expiration of such period and all defects, settlements and irregularities of the Work.

§ 3.5.2 The Contractor shall procure, assign (as applicable), and deliver to the Owner and the Architect at the time of Substantial Completion of the Work any and all Subcontractor, manufacturer and supplier warranties, and special warranties required by the Contract Documents or which relate to any materials, equipment and labor used or incorporated in the Work. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. Such warranties shall supplement the warranties provided by the Contractor in Section 3.5.1. 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. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers and manufacturers. Manufacturers' warranties and warranties by others shall not relieve the Contractor of any of its responsibilities

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~~§ 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.~~§ 3.5.3 Substitutions not properly approved and authorized in accordance with the Contract Documents, and work, materials or equipment which fail to perform under proper use and normal wear for intended purposes, may be deemed defective in the discretion of the Owner or the Architect. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be incorporated in the Work.

§ 3.5.4 The Contractor further agrees that each Subcontract shall contain a warranty of the portion of the Work performed thereunder in the same form as the above stated warranty of Contractor. Included in said warranty shall be the statement that it shall be enforceable directly by the Owner, if the Owner so elects. The warranty of any Subcontractor shall not relieve the Contractor of its warranty as set forth above and the Owner may look to the Contractor, directly, and in the first instance to correct any defects in the Work.

§ 3.5.5 The representations and warranties under this Section 3.5 shall be in addition to, and not a substitute for, any other warranty(ies) required under the Contract Documents and/or any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 3.5.6 The representations and warranties set forth in this Section 3.5 shall survive final payment and termination of the Contract.

§ 3.6 Taxes

§ 3.6.1 The Owner is exempt from the payment of sales, use and similar taxes. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the Guaranteed Maximum Price. A sales tax certificate will be provided to the Contractor by the Owner upon request. The Contractor shall not add any amount of Connecticut Sales Tax for any portion of the Work which is exempt from sales tax.

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~~If~~Excluding hazardous materials or hazardous substances and related Claims for extension of the Contract Time subject to Section 3.7.5, if the Contractor encounters conditions at the Project 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 written notice to the Owner and the Architect before such conditions are disturbed and in no event later than fourteen (14) days after first observance of the conditions. ~~The~~Upon the Owner's request, the Architect will promptly investigate such conditions and, if the Architect determines that ~~they differ materially and~~such conditions (i) differ materially from those contained in the Contract Documents, or (ii) are 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 and will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the ~~Contract Sum~~Guaranteed Maximum Price or Contract Time, or both. If the Architect determines that ~~the~~such conditions at the Project site are (i) not materially different from those indicated in the Contract Documents or (ii) not 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 and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and the Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No request by the Contractor for an equitable adjustment to the Guaranteed Maximum Price or the Contract Time under this Section shall be granted, unless the Contractor has given the required written notice. Further, no request by Contractor for such equitable adjustment shall be granted if made after the Architect has issued the final Certificate of Payment.

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure, and the Owner shall pay for, the building permit ~~as well as~~(s) for the Work. Unless otherwise provided in the Contract Documents, the Contractor shall

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secure and pay for other permits, fees, licenses, certifications, 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~~by applicable Legal Requirements as of the effective date of this Contract. The Contractor shall provide the Owner and Architect with reproductions of all permits, licenses, permissions, certifications and receipts for payments and, upon submission of the final Application for Payment, shall deliver all originals of such documents to the Owner with copies to the Architect.

§ 3.7.2 The Contractor shall comply with, be responsible for performance of the Work in accordance with, and give notices required by, all applicable local, state and federal laws, statutes, ordinances, codes, building codes, rules ~~and regulations, and lawful orders of public authorities applicable to performance of the Work~~, regulations, permits, and orders enacted, promulgated, issued or ordered by any governmental body or public or quasi-public authority having jurisdiction over the Work, the Contractor and/or the site of the Project and which apply to or concern construction of the Work (collectively the "Legal Requirements"). Legal Requirements shall include, without limitation, those relating to equal opportunity, labor, wages and employment.

§ 3.7.~~3~~2.1 If the Contractor performs Work knowing it to be contrary to ~~applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities~~Applicable Laws, applicable Legal Requirements, and/or recorded covenants or restrictions applicable to the Project site, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. If the Contractor observes that any of the Contract Documents are at variance with Applicable Laws, applicable Legal Requirements, and/or recorded covenants or restrictions applicable to the Project site, the Contractor shall promptly notify the Owner and Architect in writing so that the Owner may take such action as the Owner determines, in its discretion, to be necessary. Nothing in this Section 3.7.2.1 shall be deemed to excuse, diminish, or waive any obligation of the Contractor under any other provision of the Contract Documents.

§ 3.7.2.2 Nothing in this Section 3.7 of these General Conditions shall be construed to waive, excuse, diminish or reduce the Contractor's responsibility to comply with all requirements of the Contract Documents which exceed the requirements of any applicable Legal Requirements.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. A list of all the Contractor's supervisory Project personnel, including but not limited to the project manager and superintendent that the Contractor intends to use on the Project, shall be submitted to the Owner for approval prior to the commencement of the Work. The Contractor shall not change and/or replace such personnel without prior written notice to and approval from the Owner (except in the case where such personnel's employment with the Contractor has terminated), and shall not change or replace such supervisory personnel with any individual who does not have equivalent or superior experience and qualifications than the person to be replaced by such individual. The Owner shall have the right, at any time, to direct a change in Contractor's superintendent if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's reasonable discretion. The Owner shall have no obligation to direct or monitor the Contractor's employees.

§ 3.7.5 ~~If, in the course of the Work, the Contractor encounters human remains~~The Owner and Architect shall bear no responsibility to the Contractor, or Subcontractor(s) for any delay damages claimed to have resulted from activities claimed to relate to the detection, abatement, or handling of hazardous materials or hazardous substances known to exist or subsequently discovered upon the Project site. The sole remedy of the Contractor under such circumstances shall be extension of the Contract Time. No damages shall be paid by the Architect or Owner, their agents, servants or independent contractors as a result of any such Claim.

§ 3.7.6 If, in the course of the Work, the Contractor encounters what the Contractor knows to be or reasonably believes to be human remains, or encounters 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 in writing. 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

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affect those remains or features. Requests for adjustments in the ~~Contract Sum and~~Guaranteed Maximum Price and/or Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8.1 The Contractor shall include in the ~~Contract Sum~~Guaranteed Maximum Price 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.

.1allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

.2Contractor's costs for unloading and handling at the Project site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum~~Guaranteed Maximum Price, but not in the allowances; ~~and~~

.3whenever costs are more than or less than allowances, the ~~Contract Sum~~Guaranteed Maximum Price 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; and

.4the Contractor shall notify and obtain prior approval of the Architect and the Owner for the use and expenditure of any trade allowances.

§ 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, through the date of Substantial Completion, and for such additional time thereafter as the Architect and the Owner may determine to be necessary for the completion of the Work. The superintendent shall represent the Contractor, and all notices and other communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in writing upon request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within fourteen (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 fourteen (14-) day period shall constitute notice of no reasonable objection.

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(3)The Contractor shall provide all schedule reports in formats as requested by the Owner. Float shall be shown on schedule reports. Accessible electronic back-up versions of all schedules and updates shall be provided by the Contractor to the Owner on a monthly basis (with access to schedule logic). The Contractor shall maintain record paper and electronic copy of all schedules and updates, and provide the Owner with a final "as built" record schedule;

§ 3.10.1 The Contractor~~, promptly after being awarded the Contract, shall~~ shall, pursuant to Section 3.2.13.1 of the Agreement, prepare and submit for the Owner's and Architect's ~~information a Contractor's~~ review and approval, a proposed construction schedule for the Work. The proposed construction schedule (i) shall ~~contain detail appropriate for the Project, including (1)~~comply with all of the applicable requirements of, and shall not exceed time limits current under, the Contract Documents, (ii) shall be in such form and detail and include such content as required by the Owner, (iii) shall be related to the entire Project to the extent required by the Contract Documents, (iv) shall provide for expeditious and practicable execution of the Work for completion within the time limits current under the Contract Documents, (v) shall include the date of commencement of the Work, interim schedule milestone dates, and the date ~~of~~required for Substantial Completion~~;~~, and ~~(2)~~vi) shall include 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~~ If the Owner requires a precedence-style critical path method (CPM) schedule, the proposed construction schedule shall also: (a) provide a graphic representation of all activities and events that will occur during performance of the Work, (b) identify each phase of construction and occupancy (if applicable), and (c) set forth dates that are critical in ensuring the timely and orderly completion of the Work (hereinafter

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referred to as "Milestone Dates"). If the proposed construction schedule is not accepted by the Owner, the Contractor shall promptly modify the proposed construction schedule in accordance with the recommendations of the Owner and resubmit the revised schedule for acceptance. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 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 proposed 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 and in the format and with the detail required by the Specifications, the Contractor shall not be entitled to any increase in ~~Contract Sum~~the Guaranteed Maximum Price or extension of the Contract Time based on the time required for review of submittals. The Contractor shall provide all related information that is necessary for the Architect's review of the Contractor's Submittals. The schedule of submittals shall include, without limitation, columns for material fabrication duration and approximate date required for delivery of material to the Project site.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent ~~schedules~~construction schedule submitted to and approved by the Owner and Architect (as so approved, the "Construction Schedule").

§ 3.~~11 Documents and Samples at the~~10.3.1 The Contractor shall coordinate and supervise the Work of all Subcontractors such that the Work is performed without conflict(s) and disruption between trades and Subcontractors, and so that no trade or Subcontractor, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade and Subcontractor, any Separate Contractor, and/or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.10.4 The following requirements and guidelines shall be followed by the Contractor in the preparation of all schedules and schedule updates required under the Contract Documents:

(1) All schedules shall be prepared using only Primavera or Suretrak scheduling software;

(2)All schedules shall be prepared by a person with sufficient scheduling and field construction experience, but in no event shall such person have less than five (5) years' experience with such work. The qualifications of the person proposed as the scheduler shall be provided to the Owner. The Owner may request the use of a professional scheduling consultant if the Contractor does not provide acceptable scheduling for the Project;

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(17)If the Owner determines that the Contractor is not or may not be progressing the Work in accordance with the Construction Schedule, or that a revision in the sequence of construction activities may be necessary for any other reason, the Contractor shall, within five (5) business days of a written request from the Owner, promptly implement all necessary steps to improve its progress and shall submit all information on revised plans and operations to demonstrate the manner in which the Contractor will achieve the progress necessary to achieve Substantial Completion of the Work within the Contract Time. In the event the Contractor's recovery efforts do not demonstrate a rate of progress such that the Work will be completed within the Contract Time, upon the Owner's request, the Contractor shall provide to the Owner and the Architect a Recovery Schedule, which includes specific planned resources, equipment, and overtime which the Contractor will utilize to recover time lost to delays in the Work such that the Work will be completed in accordance with the Construction Schedule and within the Contract Time.

(4)An initial, detailed proposed baseline Construction Schedule shall be provided by the Contractor as set forth in Section 3.10.1. This proposed baseline Construction Schedule shall be reviewed by all project participants within one (1) month of its receipt. The Contractor shall consider and respond to all schedule review comments and concerns. When finalized, such schedule shall be accepted and established as the Project's Construction Schedule. Should significant changes or events occur, it may be necessary to revise the Construction Schedule. Acceptance of the proposed baseline Construction Schedule shall in no way waive the requirements of the Contract nor shall it excuse the Contractor from any obligations under the Contract. The planning, scheduling and execution of the Work and the accuracy of any schedule or update shall remain the sole responsibility of the Contractor;

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(5)All schedules must be prepared using the Critical Path Method (CPM) (hereinafter defined) and accepted scheduling practices. All schedules shall have an accurate critical path(s). Individual Activity (hereinafter defined) identification numbers shall not be changed during schedule updates or revisions. Guidelines to accepted scheduling practices are available from the Project Management Institute (PMI) and the Association for the Advancement of Cost Engineers International (AACEI);

(6)There shall be a sufficient number of Activities, and Activities shall be broken down in enough detail to accurately monitor the Work on a week-to-week basis. At least one hundred (100) construction Activities per $1,000,000 of construction Work is recommended. Separate sets of Activities shall be developed for each floor and each phase or Work area. In general, there shall be no Activities longer than four (4) weeks (except for material fabrication periods). Each Activity shall include the Work of only one trade contractor. Milestone Activities shall be provided for the start and completion of all Work phases and any other significant events such as building enclosure or temporary heat on;

(7)Activity durations shall reflect the time of year and likely weather expected when the Activity is scheduled to be performed (i.e. longer durations may be required for winter weather period Work);

(8) Schedule Activities shall be included for bid and award process for all major Subcontractors;

(9)Schedule Activities shall be included for all significant Shop Drawing Activities, with separate Activities included for submittal preparation, Architect review, engineering review and Material fabrication;

(10)All activities shall be coded so they can be grouped and reviewed by the following categories: Design, Bid & Award; Shop Drawing/Fab; New Construction; Renovation; by Work Phase; by Bid Packages and/or Responsibility; by Work Areas, such as Site, Foundations/Structure, Building Enclosure, Interior Work/by Floor; and additional Activity coding as may be required to reflect Work sequences or other required Activity groupings.

(11)Accurate monthly schedule updates shall be provided by the Contractor to the Owner. Activities shall be updated with actual start and completion dates. The "data date" will be revised for each update. Remaining durations shall be used (not percent complete) for ongoing Activities. The Contractor may add schedule Activities as required to reflect changes, field conditions, or other events which occur. The Contractor shall clearly document all changes made to the Construction Schedule, including revisions to schedule logic and Activity durations;

(12)A two-step process will be used for schedule updating. First, all actual progress information shall be incorporated and the schedule calculation made to establish a forecast completion date. Next, schedule changes may be made to reflect delays, added work or other issues which may result in a revised completion date. The Contractor shall explain any differences between the two steps and resulting differences in overall completion dates;

(13)In addition to the types of schedule Activities described above, schedules shall also include Owner Activities and other Activities which may be required for completion of the Project (building permits, utility approvals and utility work by others, school holidays and vacation periods, system start-up and testing, FF&E);

(14)If disputes arise as to planned or actual Work progress, resource loading of specific Activities or the critical path may be required;

(15)The Contractor shall also provide more detailed, shorter term "look ahead" schedules for use by field personnel and Subcontractors as required;

(16)The Construction Schedule status and progress shall be reviewed with all Subcontractors on a regular basis, at weekly trade contractor meetings. Construction Schedule status and progress shall also be reviewed at Owner-Architect-Contractor meetings;

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§ 3.10.5 The definitions apply to the provisions of the Contract Documents which apply to the preparation of schedules required by the Contractor:

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Activity: A discrete part of the Project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources. "Activities" shall mean more than one Activity.

Critical Activities are Activities on the critical path. They must start and finish on the planned early start and finish times.

Predecessor Activity: An Activity that precedes another Activity in the network.

Successor Activity: An Activity that follows another Activity in the network.

Cost Loading: The allocation of the Schedule of Values for the completion of an Activity as scheduled. The sum of costs for all Activities must equal the total Contract Sum, unless otherwise approved by Architect.

CPM: Critical path method, which is a method of planning and scheduling a construction project where Activities are arranged based on Activity relationships. Network calculations determine when Activities can be performed and the critical path of the Project.

Critical Path: The longest connected chain of interdependent Activities through the network schedule that establishes the minimum overall Project duration and contains no float.

Event: The starting or ending point of an Activity.

Float: The measure of leeway in starting and completing an Activity.

Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

Free float is the amount of time an Activity can be delayed without adversely affecting the early start of the successor Activity.

Total float is the measure of leeway in starting or completing an Activity without adversely affecting the planned Project completion date.

Fragnet: A partial or fragmentary network that breaks down Activities into smaller Activities for greater detail.

Major Area: A story of construction, a separate building, or a similar significant construction element.

Milestone: A key or critical point in time for reference or measurement.

Network Diagram: A graphic diagram of a network schedule, showing Activities and Activity relationships.

Resource Loading: The allocation of manpower and equipment necessary for the completion of an Activity as scheduled.

Recovery Schedule: A revised schedule developed in response to schedule delays or slippage to restore original Project completion date. Schedule revisions may include revised logic, durations or other changes. Additional resources may be required for this schedule.

§ 3.10.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. The Construction Schedule shall be updated to reflect actual conditions ("Progress Reports") (which updated schedule shall be subject to the approval of the Owner and the Architect) at appropriate intervals as determined by the Contractor and as required by the conditions of the Work and the Project (but in no event less frequently than monthly) or as otherwise requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time, any Milestone Date or the Guaranteed Maximum Price unless any such adjustment is agreed to by the

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Owner and authorized pursuant to a Change Order. Each Progress Report shall concisely yet completely describe, in narrative form, the then current status of the Work, including, without limitation:

(1)A review of actual progress during the month in comparison to the current Construction Schedule, and, if actual progress is behind schedule, discussion of any recovery plan that the Contractor has or will implement to recover time as need to complete the Work in accordance with the Construction Schedule;

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(2)A concise statement of the outlook for meeting future Construction Schedule dates, and the reasons for any change in outlook from previous report;

(3)A concise statement of significant progress on major items of Work during the report period, and progress photographs as necessary to document the current status of the Work;

(4)A review of any significant technical problems encountered during the month and the resolution or plan for resolution of such problems;

(5) An explanation of any corrective action taken or proposed;

(6)A complete review of the status of Change Orders, including a review of any changes in the critical path of the Construction Schedule which result from Change Orders approved by Owner during the month, as well as a review of schedule impact of Change Order requests then pending;

(7)A summary of any Claims anticipated by the Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such Claims;

(8)A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time; and

(9) A marked copy of the current Construction Schedule showing the status of each element of the Work.

§ 3.10.7In the event the Owner determines that the performance of the Work as of a Milestone Date has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the accepted construction schedule as adjusted for time extensions granted pursuant to Section 8.3. Except as provided in Section 8.3, the Contractor shall not be entitled to an adjustment in the Guaranteed Maximum Price in connection with Extraordinary Measures required by the Owner pursuant to this Section 3.10.7. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.7 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or the Substantial Completion Date, as the same may be extended by Change Order.

§ 3.10.8The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the Owner's operations. Any postponement, rescheduling or performance of the Work under this Section 3.10.8 may be grounds for an extension of the Contract Time, if permitted under Section 8.3, and an equitable adjustment in the Guaranteed Maximum Price, to the extent permitted under the Contract Documents, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (2) such rescheduling or postponement is requested by or required for the convenience of the Owner. Without limiting the foregoing, the Contractor will not be entitled to an extension of the Contract Time or an adjustment of the Guaranteed Maximum Price to the extent the interfering Work so interferes as a result of the negligent act or omission of the Contractor or its Subcontractors of any tier or the failure of any of the same to perform the Work in a manner consistent with the Contract Documents, including Section 3.10.3 hereof.

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§ 3.11 Documents and Samples at the Project Site

§ 3.11.1 The Contractor shall at all times keep and make available~~,~~ at the Project site~~,~~ a copy of the Contract Documents, including all Drawings and Specifications, Addenda, a record set of Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, approved 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.~~The record set of documents shall reflect all deviations from the Drawings and Specifications and shall be updated in detail from time to time to reflect the actual progress of the Work. The Owner and the Architect shall have free and complete access to such documents during the construction of the Work. Upon Substantial Completion of the Work, the Contractor shall furnish to the Owner through the Architect one set of "as built" plans in such forms as the Owner shall require. Such plans shall completely record all Work in place and serve as a record of the Work as constructed. Final as-built plans shall be provided by the Contractor to the Architect and the Owner as a record digital copy in PDF format and print format.

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§ 3.11.2 The Contractor shall at all times keep and make available at the Project site a separate set of blackline prints on which shall be noted neatly, accurately and promptly, as the Work progresses, all significant changes in structure, wall sections and floor plans, as well as any other changes the Owner and the Architect may specifically direct the Contractor to record.

§ 3.12.5 The Contractor shall meet with the Architect in a timely fashion to discuss the schedule of submittals required under Section 3.10.2 and shall thereafter timely prepare and submit for approval by the Architect a schedule of submittals for the Work. 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.

all dimensions, quantities, materials, field ~~measurements~~dimensions and measurements, field construction criteria ~~related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.~~, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data or Samples, and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. Submittals shall be marked as reviewed by the Contractor for compliance with the Contract Documents and approved by the Contractor. Those that are not so marked may be deemed incomplete under the requirements of the Specifications, and may be returned by the Architect without action. In reviewing and approving Shop Drawings, Product Data and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate. The Architect's comments made on the Shop Drawings, Samples, or other submitted data during reviews do not relieve the Contractor from compliance with requirements of the Drawings and Specifications and other Contract Documents. If any comments by the Architect on the Contractor's Submittals are construed by the Contractor requiring a change in the Work which will result in an increase to the Cost of the Work, the Contractor shall immediately notify the Architect and the Owner in writing, and no Work action may be taken prior to a resolution or written consent of Architect. Any work not shown on the Shop Drawings which is shown in the Contract Documents remains part of the Work for which the Contractor is responsible. The Architect is not responsible for completeness of the Shop Drawings, nor shall any approved Shop Drawing(s) alone supersede the requirements of the Contract Documents. The Contractor is responsible for: determining quantities; confirming and correlating dimensions; selecting fabrication processes and techniques of construction; coordination for all of the Work; overseeing safety; and executing the Work in a satisfactory manner.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of

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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 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.

§ 3.12.10.1 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~~ a Connecticut-licensed design professional, who has been approved by the Owner and that carries such professional liability insurance coverage as required by the Owner and 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 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.

§ 3.13 Use of Project Site

§ 3.13.1 The Contractor shall confine operations at the Project site to areas permitted by the applicable ~~laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~Legal Requirements and the Contract Documents, and shall not unreasonably encumber the Project site with materials or equipment.

§ 3.13.2The Contractor shall locate, protect and save from damage or disruption utilities and utility services lines of all kinds, either above or below grade found in the areas affected by the Work. The Contractor shall be responsible for all damage caused to such utilities by the operation of equipment or machinery, the delivery of materials, or as the direct or indirect result of any of the Work and shall repair all such damage at its expense and as part of the Work included in the Contract Documents.

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§ 3.14.3 Unless authorized in writing by the Owner and the Architect, structural elements of the Work shall not be cut, patched, or otherwise altered or repaired. Existing work that is cut, damaged, disturbed or otherwise interfered with by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone for whom any of them is responsible shall be fully, properly and carefully repaired by the responsible Contractor, Subcontractor or Sub-subcontractor. All such repairs shall be completed to the satisfaction of the Architect, and shall match similar existing adjoining work.

§ 3.14.4 The Contractor shall in all cases exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting and damage is not permitted and the Contractor will be responsible for all cost of repair and correction of such avoidable or willful cutting or damage.

§ 3.18.1 ~~To~~Notwithstanding any other requirement set forth in the Contract Documents, to the fullest extent permitted by law, the Contractor shall indemnify ~~and hold harmless the Owner, 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, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not, defend and~~

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hold harmless the Owner, the Owner's designated representative, the Owner's Project Manager ("OPM") identified in Section 1.1.10.6.1 of the Agreement, the Ansonia Public School District, the Ansonia Board of Education, the State of Connecticut, the Architect, the Architect's consultants, and all of their respective directors, members of governing boards, committee members, officials, officers, partners, employees, shareholders, members, managers, beneficiaries, agents and representatives (each an "Indemnitee" and collectively, "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, worker's compensation payments, costs and expenses, including but not limited to attorney's fees and/or costs to investigate, defend, and settle any claim, judgment or payment of any legal liability arising out of, in connection with, or resulting from performance of the Work, however, only to the extent caused by the negligent acts or omissions, violations of Legal Requirements, or breach of the Contract by the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The obligations of the Contractor under the foregoing indemnity shall include, without limitation, to the fullest extent permitted by law, any and all claims (including attorneys' fees resulting therefrom) directly or indirectly arising or alleged to arise (1) out of bodily injuries and/or death, property damage, or other damages sustained by any of the Indemnitees or any other person, caused or alleged to have been caused in whole or in part by the acts, omissions, errors or negligence of the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, and/or (2) out of

§ 3.14.5 Except as may be required for demolition as specified in the Contract Documents, the Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by the Work. The Contractor shall be responsible for all damage caused to such utilities by the operation of equipment or delivery of materials or as the direct or indirect result of the Contractor's performance of the Work and shall repair all such damage at its expense. The Contractor shall not be entitled to any increase in the Guaranteed Maximum Price or Contract Sum, as applicable, or the Contract Time, on account of such damage to any utility.

§ 3.15.1 The Contractor shall keep the ~~premises~~Project site 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 site. The Contractor shall perform daily, weekly, and final cleaning as defined by and required by the applicable rules and regulations of, or as otherwise required by, the Connecticut Department of Administrative Services, including without limitation its Office of Grants Administration. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the Project site. Stains, spots, dust; marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned. All damaged, broken and scratched glass and plastic shall be replaced by the Contractor at its expense.

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyrights and patent rights, or failure to pay such royalty and license fees, and shall hold the Owner and Architect harmless from loss on account thereof (including, but ~~shall not be responsible for defense or loss when~~limited to, attorneys' fees and any litigation expenses), unless a particular design, process, or product of a particular manufacturer or manufacturers is ~~required by~~specified in 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~~; provided, however, that if the Contractor has reason to believe that the design, process, or product specified is an infringement of a copyright or a patent, the Contractor shall be responsible for ~~the~~such loss unless the ~~information is promptly furnished~~Contractor gives such information to the Architect and the Owner.

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the performance of or the failure to perform the Work. These defense and indemnification obligations shall not require defense or indemnification of an Indemnitee against liability for claims, damages, losses, or expenses caused by or resulting from the sole negligence of such Indemnitee or such Indemnitee's agents or employees, nor shall such obligations 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, a Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be

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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 or a Sub-subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. In furtherance to but not in limitation of the indemnity provisions in the Contract, the Contractor expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in the Contract shall not in any way be affected or diminished by any statutory immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

§ 3.18.3 To the fullest extent permitted by law, the Contractor shall further indemnify, defend and hold harmless each Indemnitee from and against (1) all claims for payment by any Subcontractor or supplier of any tier, (2) any and all actions, lawsuits, claims and proceedings brought against the Indemnitee as a result of liens filed against the Work, the Project site or any improvements thereon (referred to collectively as "Liens") by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them, and (3) 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. The Contractor shall pay any judgment or Lien resulting from any such actions, lawsuits or proceedings. 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. The Contractor's obligations under this Section 3.18.3 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the Lien or claim and for which indemnification is sought.

§ 3.18.4 The Contractor shall bear any and all reasonable expenses incurred by any Indemnitee because of any claim or other matter indemnified against under this Section 3.18, including without limitation, attorneys' and consultants' fees and expenses, court costs, and costs related to the defense of, or preparing for the defense against, any such claim. If any such claim has not been settled or discharged or bonded at the time of final completion of the Work, and if such claim is not covered in full by a policy of insurance then in effect from a reputable and financially sound insurance company which has not declined or reserved the right to decline coverage of such claim, the Owner may withhold an amount equal to two hundred percent (200%) of the outstanding claim until any such claim is paid or settled or the Contractor provides a bond, acceptable to the Owner, to satisfy such claim.

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§ 4.2.2 The Architect will visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner informed as to 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 such portion of the Work is, and when the Work is fully completed~~,~~ the entirety of the Work 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 except as provided in Section 3.3.1.

§ 3.18.5 The obligations of the Contractor under this Section 3.18 shall survive the termination or expiration of the Contract. The existence of insurance shall in no way limit the scope of the Contractor's obligations under this Section 3.18.

§ 3.19 MEETINGS

§ 3.19.1 A qualified representative of the Contractor shall attend periodic progress meetings held at such time and as such place as the Architect or the Owner shall designate.

§ 3.19.2 The Contractor shall schedule and conduct progress meetings at the Project site on a weekly basis. Attendance is required of each Subcontractor, supplier or other entity whose portion of the Work is currently the subject of concern or discussion or planning of future construction activities. Contractor shall provide the Owner and Architect with forty-eight (48) hours prior notice of each such progress meeting and be permitted to attend and participate in the meetings.

§ 3.19.3 The Contractor shall arrange for and attend job meetings with the Architect and the Owner and such other

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persons as the Architect and the Owner may from time to time desire to attend such meetings. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the Architect and the Owner request their presence. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

§ 3.20 Access to Books and Records

§ 3.20.1 Within forty-eight (48) hours' prior notice from the Owner to the Contractor, the Contractor shall permit the Owner to inspect and copy the books and records (however kept) of the Contractor relating to the Project for verification of Work completed, payments due, amounts claimed, obligations owed Subcontractors or suppliers, or any other aspect of the Contractor's obligations regarding the Work and this Agreement. In the event of an emergency, as determined in the sole and absolute discretion of the Owner, the Owner shall have the right to inspect and copy such books and records without prior notice. The Contractor shall keep books and records adequate to support its costs and charges, to comply with generally accepted accounting principles, and to evidence compliance with this Agreement. At the Owner's request, the Contractor shall promptly provide evidence satisfactory to the Owner of the Contractor's compliance with the Contract Documents.

§ 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~~agreement of the Owner~~, Contractor,~~ and Architect. ~~Consent~~The Owner shall ~~not be unreasonably withheld~~provide written notice to the Contractor of any such restriction, modification or extension.

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will, to the extent authorized and directed by the Owner, 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.

§ 4.2.2 ~~The Architect will visit the~~1.1 The Owner shall, in its discretion, have the option for administration of the Contract and performance of the Owner's obligations under the Contract to be performed and/or facilitated by the Architect, the OPM, a construction manager, or other party designated by the Owner for such purposes.

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§ 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 Project site. The Owner shall notify the Contractor of any change in the names of and any changes in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.3 On the basis of the Project 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~~Construction Schedule submitted by the Contractor and approved by the Owner, 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.

The Owner and Contractor ~~shall~~may communicate with each other directly about matters arising out of or related to the Contract. The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly~~endeavor to 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.

§ 4.2.6 The Owner and Architect ~~has~~each have the authority to reject Work that does not conform to the Contract

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Documents. Whenever the Owner, or the Architect with the Owner's consent, considers it necessary or advisable, ~~the Architect~~they 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 Owner and 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 Owner and Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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 or Section 3.7.5.

§ 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 and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 5.2.4 The Contractor shall not substitute a 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~~, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Contractor wishes to substitute a different person or entity for a person or entity previously selected and approved as a Subcontractor pursuant to Article 9 of the Agreement, the Contractor will follow the procedures set forth in Article 9 of the Agreement.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under of the Contractor, 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.

§ 4.2.14 The Contractor will review any requests for information submitted by Subcontractors prior to submission of the requests for information to the Architect, to evaluate whether the requests for information are not already adequately answered in the Contract Documents. 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.

§ 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 Project 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~~Project site, and unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work other than Subcontractors as defined in Section 5.1.1 above. 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.

§ 5.2.1 ~~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 whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection~~The Contractor shall solicit bids for the performance of the Work from, and award subcontracts to Subcontractors all in accordance with the requirements set forth in the Agreement

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and in compliance with applicable law.

§ 5.2.1.1 If requested by the Owner, the Contractor shall provide to the Owner copies of all subcontracts and supply agreements entered into by the Contractor for the Work.

§ 5.2.2 ~~The~~Subject to Connecticut General Statutes Section 10-287(b), the Contractor shall not contract with a proposed person or entity ~~to~~for whom the Owner ~~or Architect has made reasonable and timely objection. The~~has not given its approval in writing, and 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~~

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§ 5.2.4~~5~~ 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~~provide to the Owner copies of all Subcontracts and supply agreements entered into by the Contractor for the Work, as well as all certificates of insurance from subcontractors' insurers for any insurance required by the Contract Documents to be obtained by the Contractor from Subcontractors.

~~By appropriate written agreement, the Contractor shall require~~§ 5.3.1 Any part of the Work performed by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and Subcontractor, which form of Subcontract shall be reasonably satisfactory to the Owner in all respects. All Subcontracts shall provide that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, ~~to~~ be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limiting the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement ("Sub-subcontract") shall include, and shall be deemed to include, at a minimum and without limitation, the following provisions:

(1) An Agreement that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, express or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the Subcontract (or Sub-subcontract);

(2) A provision that the Subcontract (or Sub-subcontract) shall be terminable upon seven (7) days' written notice by the Contractor (or Subcontractor) or, if the Subcontract (or Sub-subcontract) has been assigned to the Owner by the Contractor;

(3) A provision that neither the Contractor nor the Subcontractor (or Sub-subcontractor) shall have the right to require arbitrations of any disputes; and

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(4) A provision requiring the Subcontractor (or Sub-subcontractor) to submit certificates and waivers of liens for work completed by Subcontractor (or Sub-subcontractor) or anyone directly employed by any of them as a condition precedent to the disbursement of the progress payment next due and owing.

§ 5.4.1 Each ~~subcontract~~Subcontract and supply agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1assignment is effective only after termination of the Contract by the Owner for cause pursuant to ~~Section 14.2 and only for those subcontract~~and in accordance with Article 14 of these General Conditions;

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.2assignment is effective only for those Subcontracts and supply agreements that the Owner accepts by notifying the Subcontractor or supplier, and Contractor; and

.~~2~~3assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 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 discovered 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~~such 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~~so discovered.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract~~Subcontract to the extent such rights and obligations arise subsequent to Owner's acceptance of the assignment. The Contractor agrees to execute any and all other documents required to effect this assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30~~ninety (90) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the ~~subcontract~~Subcontract and/or supply agreement 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~~

§ 5.4.4 The Contractor shall, upon the request of the Owner, submit a copy of each Subcontract signed by the Contractor in connection with the Project. Each Subcontract shall contain a contingent assignment of the Subcontract to the Owner consistent with Sections 5.3 and 5.4.

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

§ 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~~propose any revisions to ~~its construction schedule~~the Construction Schedule deemed necessary after a joint review and mutual agreement. The ~~construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.~~

~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have~~

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~~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~~Construction Schedule, as so revised, shall upon approval by the Owner, then constitute the Construction Schedule to be used by the Contractor for performance of the Work, and by the Owner and Separate Contractors for the performance of other work at the Project site, until the Construction Schedule is subsequently revised and approved by the Owner.

§ 6.1.4 Intentionally omitted.

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§ 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, disruption of the work of such Separate Contractor, improperly timed activities or defective construction. The Owner shall have the right to offset such costs against any amounts owed to the Contractor by the Owner. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, Separate Contractor's disruption of the Work, improperly timed activities, damage to the Work or defective construction, provided that the Contractor promptly notifies the Owner of such delays, disruption, activities, damage 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.

§ 6.2.6 If the Contractor fails to comply with Section 6.2.4, upon the Owner's request, the Contractor shall defend any proceedings brought against the Owner by any Separate Contractor on account of any damage alleged to have been caused by the Contractor which arises from the Contractor's failure to comply with the terms and conditions of this Section 6.2.

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the ~~premises~~Project site and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only 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 provided there is no change in the Guaranteed Maximum Price or increase to the Contract Time.

§ 7.1.4 In the case of a change in the Work proposed by the Owner or a proposed Change Order submitted by the Contractor, upon the request of the Owner or the Architect (with the Owner's approval), the Contractor shall submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change in the Work. Such estimates shall be provided without cost to the Owner. The Contractor's estimate shall indicate the description, quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as all other costs chargeable under the terms of this Article 7. Unit labor costs for the installation of each item of materials shall be provided if required by the Architect. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Section 7.1.4, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work. The Contractor shall also state in the estimate any change in the Contract Time that would result from the change or extra work.

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.2 The amount of the adjustment, if any, in the ~~Contract Sum~~Guaranteed Maximum Price; and

§ 7.2.2 A Change Order executed by the Owner and the Contractor shall constitute a final settlement, unless as mutually agreed to otherwise by the Owner and the Contractor in writing on the face of such executed Change Order, of all matters relating to the subject matter of the Change Order including, without limitation, compensation to be paid to the Contractor in connection with any change in the Work required by the Change Order (provided that the Work that is the subject of such change is performed in a manner consistent with the provisions of the Contract Documents and the applicable Change Order), including but not limited to all direct and indirect costs, profit, overhead, extended overhead, loss of productivity and general conditions associated with such change, and any and all adjustments to the Guaranteed Maximum Price, the Construction Schedule, and to the Contract Time. In the event a Change Order affects an increase in the Guaranteed Maximum Price, Contractor shall include the work covered by such Change Order in Applications for Payment for such work as if the work were originally part of the Work as set forth in the Contract Documents.

§ 7.2.3 Notwithstanding anything to the contrary set forth in these General Conditions, if the Agreement sets forth the methodology for calculating adjustments in the Guaranteed Maximum Price associated with a change in the Work, and if, under the terms of the Contract Documents, an adjustment in the Guaranteed Maximum Price would be required, then the adjustment will be based on such methodology unless otherwise mutually agreed by the parties. Further, markups for overhead and profit shall be subject to any limitations on such markups set forth in the Agreement or other Contract Documents. This paragraph shall be applicable in the case of a change in the Work effected by a Change Order as well as a Construction Change Directive.

§ 7.2.4 Unless otherwise instructed by the Owner, Change Orders shall be prepared on the form AIA G-701.

§ 7.2.5 Methods used in determining adjustments to the Guaranteed Maximum Price may include those set forth in Section 7.3.3.

§ 7.2.6 Neither the Architect nor Owner shall provide oral orders or directives to change the Work, and the Contractor is not obligated to follow any such oral directives or orders. All directives or orders for changes in the Work shall be made in writing by the Owner or Architect. The Contractor specifically agrees that if it proceeds with the performance of a change in the Work in the absence of a written order from the Owner or Architect, the Contractor waives any claim for additional compensation for such changed work and the Contractor shall not be excused from compliance with the requirements of the Contract Documents. The requirements set forth in this Article 7 are of the essence of the Contract. Accordingly, no course of conduct or dealings between the parties, no oral, express or implied acceptance of alterations or additions or other changes in or to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition or other change in or to the Work, shall be the basis for any claim by the Contractor for an increase in the Guaranteed Maximum Price or Contract Sum, or extension of the Contract Time.

§ 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~~Guaranteed Maximum Price 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~~Guaranteed Maximum Price and Contract Time being adjusted accordingly.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the ~~Contract Sum~~Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

~~.1~~(i)Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

~~.2~~(ii) Unit prices stated in the Contract Documents or subsequently agreed upon;

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~~.3~~(iii)Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

~~.4~~(iv) As provided in Section 7.3.4.

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~~§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3~~ 7.3.3.1Notwithstanding anything to the contrary contained in the foregoing provisions of this Section 7.3,

in the case of a change in the Work for which the Contractor requests an adjustment in the Guaranteed Maximum Price under the terms and conditions of the Contract Documents, markups for overhead and profit included in such adjustment shall be subject to the limitations set forth in Section 6.1.3, Section 6.1.4, and Section 6.3.6 of the Agreement.

§ 7.3.3.2 All Change Orders and Construction Change Directives shall provide itemized accounting that provides a detailed break-out of all materials and labor rates applicable thereto, including:

(i)Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

(ii)Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

(iii) Fair market rental costs of machinery and equipment, exclusive of hand tools;

(iv)Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

(v)Additional costs of supervision and field office personnel directly attributable to the change to the extent permitted under the Contract Documents.

§ 7.3.3.3 The costs described in Section 7.3.3.2 shall not include any of the following:

(i)Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the Project site office, except as specifically approved by the Owner;

(ii) Expenses of the Contractor's principal office and offices other than the Project site office;

(iii)Overhead and general expenses, except as may be expressly included in Section 7.3.3.1 above and Sections 6.1.3, 6.1.4 and 6.3.6 of the Agreement;

(iv)The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

(v)Costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract Documents; or

(vi) Any cost not described in Section 7.3.3.2.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price, the Architect shall determine the adjustment in accordance with Section 7.3.3 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 Guaranteed Maximum Price, an amount for overhead and profit as set forth in the Agreement and subject to the limitations set forth in the Agreement and in Section 7.3.3.1 above. In such case, and also under Section 7.3.3(iii), 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:

.1Costs of labor~~, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect~~;

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.2 ~~Costs~~ at the Hourly Rates agreed to and established in the Agreement;

.2Unit prices for materials, supplies and equipment, and if there are no applicable unit prices, then the costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3Rental costs (not to exceed fair market rental costs) of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, provided that that the rental rates have been approved by the Owner, and further provided that the Owner shall not be charged for idle time for Contractor-owned equipment including that which is owned by the Contractor's affiliated companies, the Contractor's officers, owners, or employees, Subcontractors, Sub-subcontractors, or their agents or employees, or any other persons or entities performing any portion of the Work);

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.5Costs of supervision and field office personnel directly attributable to the change to the extent permitted under the Contract Documents at the Hourly Rates agreed to and established in the Agreement.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Guaranteed Maximum Price and/or 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, prior to proceeding with such Work, advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the ~~Contract Sum~~ Guaranteed Maximum Price 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~~the Guaranteed Maximum Price 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~~Guaranteed Maximum Price shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount of actual costs incurred by the Contractor as a result of such Construction Change Directive; provided, however, to the extent such Construction Change Directive is made necessary by the act or omission of the Contractor or of anyone for whom the Contractor is responsible, the Architect shall certify for payment the amount, if any, 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~~Guaranteed Maximum Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the ~~Contract Sum~~Guaranteed Maximum Price 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.

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~~Guaranteed Maximum Price 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~~Guaranteed Maximum Price 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~~Guaranteed Maximum Price or Contract Time, the Contractor waives any adjustment to the ~~Contract Sum~~Guaranteed Maximum Price

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or extension of the Contract Time.

§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with~~Substantial Completion is achieved as provided in Section 9.8.1.

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§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement and the Guaranteed Maximum Price Amendment, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is capable of completing the Work within the Contract Time.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion of the Work in accordance with the Contract Documents within the Contract Time.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work; ~~by~~ (1) by an 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 labor disputes~~, by the Owner, which changes were not necessitated by the fault of the Contractor, a Subcontractor, a Sub-subcontractor, a material or equipment supplier, or anyone for whom any of them is responsible; (3) by area-wide labor disputes not directed at the Contractor or any of its Subcontractors or by illegal labor actions or disputes; (4) by fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (45) by delay authorized by the Owner pending mediation and binding dispute resolution; or (56) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine~~by Change Order for such reasonable time as the Architect may determine; provided that (i) any such delay has the effect of delaying completion of components of the Work on any critical path indicated in the Construction Schedule; (ii) any such delay is not caused by, or could not have been avoided by the exercise of reasonable efforts of, the Contractor; (iii) any such delay could not be limited or avoided by the Contractor's timely notice to the Owner of the delay; and (iv) such delay has an impact of at least one (1) day.

§ 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~~No Damage for Delay. Notwithstanding anything to the contrary set forth in the Contract Documents, the Owner shall not be liable to the Contractor or any Subcontractor for Claims or damages of any nature caused by or arising out of delays. The Contractor's sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the procedures set forth in the Contract Documents. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any Claim for damages for any delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner or Architect, including scheduling and coordination of the Project Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Architect, or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy for any and all delays shall be an extension of the Contract Time, if appropriate.

§ 8.3.4 It is expressly understood that notwithstanding anything to the contrary set forth in the Contract Documents, no Subcontractor shall be entitled to make any Claim for additional compensation, costs or damages against the Contractor (nor may the Contractor assert against Owner such Claims as pass-through claims of Subcontractor or otherwise) for delay. Unless agreed by Owner in writing, the Contractor shall include in every Subcontract a 'No-Damage-For-Delay' provision in a form approved by the Owner, which approval shall not be reasonably withheld, or in a form which provides, at a minimum, that (1) neither the Owner nor the Contractor shall be liable to the Subcontractor for claims or damages of any nature caused by or arising out of delays to the Subcontractor's performance of any portion of the Work; (2) that the Subcontractor's sole and exclusive remedy for delays shall be an extension of time for completion of the Subcontract by the Subcontractor; and (3) except to the extent, if any, expressly prohibited by law, the Subcontractor expressly agrees not to make and waives any claim for damages for any delay, including, but not limited to, those resulting from increased labor or material costs, whether or not foreseeable or anticipated.

§ 8.3.5 Intentionally Omitted.

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§ 9.1.1 The Contract Sum is ~~stated~~defined 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 (subject to the Guaranteed Maximum Price).

§ 9.3.1.3 No later than the first (1st) calendar day of each month, the Contractor shall submit to the Architect an itemized final version of an Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for portions of the Work completed during the preceding month, inclusive of the value of materials delivered and suitably stored at the Project site during the month covered by such Application for Payment. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, waivers of liens and releases of claims against the Owner from the Contractor, Subcontractors and suppliers (excepting claims for retainage and claims which have been asserted in writing), and shall reflect retainage if provided for in the Contract Documents. Within ten (10) days of submission of the final version of the Application for Payment and Supporting Documentation, the Architect shall approve or deny the Application for Payment as described in Section 9.4.1 below. Within thirty (30) days after the Contractor's submission of a final version of an Application for Payment and Supporting Documentation, the Owner shall pay the Contractor the amount certified by the Architect in a Certificate for Payment.

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the~~The Contractor shall submit a schedule of values to the Architect and the Owner before the first Application for Payment, allocating the entire ~~Contract Sum~~ Guaranteed Maximum Price 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~~ or the Owner. The schedule~~, unless objected to by~~ of values to be submitted by the Contractor, will include, at a minimum, a separate line item for each division of the Specifications for the Work included in the Contract Documents. Any allowances required in the Drawings and Specifications will be shown as a separate line item in the schedule of values. The Contractor shall revise and resubmit the schedule of values to include any additional items or line items for the Work as the Architect requires to be listed within the schedule of values. This schedule of values, upon approval thereof by the Owner and the Architect, 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 supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be balanced and not contain any "front end loading."

§ 9.3.1.1 ~~At least~~Not later than ten (10) days before the date established for ~~each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents~~submission of a final version of an Application for Payment pursuant to the Agreement, the Contractor shall submit to the Architect and the Owner for review and consideration a draft itemized Application for Payment prepared in accordance with the Contract Documents and the schedule of values for portions of the Work completed and projected to be completed during such month. The draft Application shall be submitted along with all data, information and documentation substantiating the Contractor's right to payment as required under the Contract Documents and as may otherwise be required by the Owner or Architect (collectively, the "Supporting Documentation"). Within five (5) days of the Contractor's submission of a draft Application for Payment, the Architect and Owner shall notify the Contractor of any necessary changes to be included in the Contractor's final version of the Application for Payment. Subsequent to the Architect's and the Owner's review and comment, the Contractor shall make all necessary changes to the draft Application for Payment and resubmit a final version of the Application for Payment to the Architect and the Owner for payment as provided in Section 9.3.1.3 and Article 11 of the Agreement.

§ 9.3.1.2 "Supporting Documentation" may include, without limitation, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, waivers of liens and releases of claims against the Owner from the Contractor, Subcontractors and suppliers (excepting claims for retainage and claims which have been asserted in writing), and other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the

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Construction Manager's Fee.

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§ ~~9.3.1.1~~ 9.3.1.4 Applications for Payment shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.5 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.

§ 9.3.1.~~2~~6 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents or prohibited by an Agency (as defined in the Agreement) or any person or entity providing funding for the Project, payments shall be made on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Work. ~~If approved in advance by the Owner~~Contractor shall protect such stored materials and equipment from fire, theft, vandalism, weather and other damage and such items shall be available at all times for inspection by the Owner and the Architect. If approved in advance by the Owner, and not prohibited by an Agency or any person or entity providing funding for the Project, payment may similarly be made for materials and equipment suitably stored off the Project site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Project 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~~ (which insurance shall include coverage naming the Owner, the State of Connecticut, and such others as may be identified by the Owner from time to time, if any, as additional insureds), and which shall specify and relate to the address where the stored materials and equipment are located including, if applicable, the Project site, storage, and transportation to the Project site, for such materials and equipment stored off the ~~site.~~Project site. Subcontractor or supplier invoices itemizing respective quantities and unit costs of such stored equipment or material shall accompany all requests for payments for stored materials. At its option, the Owner may make payment for stored material by joint check to the Contractor and the applicable Subcontractor or supplier, and require as a condition precedent to payment for stored equipment or materials that a bill of sale, any necessary Uniform Commercial Code documentation and/or proof of proper insurance be furnished from the Contractor and the applicable Subcontractor or supplier. If required by the Owner, as a condition precedent for payment for equipment or materials accepted by the Owner and stored off Project site, the Contractor shall provide evidence that such equipment or materials are: (i) fully insured; (ii) segregated from other material; and/or (iii) clearly marked "Property of the City of Ansonia."

§ 9.3.3.1 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of liens and claims (excepting claims for retainage and claims which have been asserted in writing) in a form acceptable to the Owner, from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor. In addition to the foregoing, if requested by the Owner, commencing with the first Application for Payment and continuing with each Application for Payment submitted thereafter, the Contractor shall also provide a properly executed conditional release and waiver of liens and claims (excepting claims for retainage and claims which have been asserted in writing) in form acceptable to the Owner from the Contractor and each Subcontractor and material or equipment supplier whose Work is included on the Application for Payment subject only to receipt of payment under such Application for Payment.

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

§ 9.4.1 The Architect will, within ~~seven~~ten (10) days after receipt of the final version of the Contractor's Application for Payment and Supporting Documentation submitted therewith, 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

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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 and Supporting Documentation submitted therewith, 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~~Guaranteed Maximum Price.

.3failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment, in accordance with the provisions of the Contract Documents and the applicable agreement between the Contractor and Subcontractor or supplier with respect to the Project and/or the Work;

.4reasonable evidence that the Work cannot be completed for the unpaid balance of the ~~Contract Sum~~Guaranteed Maximum Price;

.5 damage to the Owner or to a Separate Contractor;

.6reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance ~~would~~of the Guaranteed Maximum Price will not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract Documents~~.~~;

.8 amounts previously paid to the Contractor in excess of amounts properly due the Contractor; or

.9failure of the Contractor to comply with any of the Contractor's indemnification obligations under the Contract Documents.

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§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments~~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.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner may not withhold payment in excess of the amount(s) necessary, as reasonably determined by Owner in good faith, to secure performance of the Work or to cover the cost to correct or complete the Work or the Contractor's obligations under the Contract Documents.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. The Contractor will properly endorse any such joint checks upon Owner's request and, unless the Owner instructs otherwise, the Contractor shall thereafter promptly deliver

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the joint check(s) to the appropriate Subcontractors and suppliers. If the Owner makes payments by joint check, the Owner shall notify the Architect, and the Contractor shall reflect such payment on its next Application for Payment.

§ 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~~With the exception of the Construction Manager's Fee (as defined in the Agreement), the Contractor shall use payments made under the Contract solely for the purpose of performance of the Work pursuant to the Contract Documents. The Contractor shall pay for all labor and services performed and materials, equipment, and machinery supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by the Legal Requirements. The Contractor shall pay any amounts due a Subcontractor or supplier, whether for labor performed or materials or equipment furnished, not later than thirty (30) days after the date the Contractor receives payment from the Owner which encompasses labor performed or materials furnished by such Subcontractor or supplier. Retainage withheld by the Contractor from such payments shall not exceed amounts actually retained from payments to the Contractor on account of the Subcontractor's or supplier's portion of the Work. The Contractor shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any Sub-subcontractors or suppliers no later than thirty (30) days after the Subcontractor or supplier receives a payment from the Contractor which encompasses labor performed or materials furnished by such Sub-subcontractor or supplier.

§ 9.6.3 The ~~Architect~~Owner 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 (7) 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, and subject to the same requirements as are, 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 or applicable Legal Requirements.

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§ 9.8.2 When the Contractor considers that the Work is substantially complete, the Contractor shall prepare and submit to the Architect and Owner (1) a comprehensive list of items to be completed or corrected prior to final payment (the "Punchlist"), and (2) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect. Failure to include an item on the Punchlist shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.8 ~~Provided the Owner has fulfilled its payment obligations under~~Any provision in the Contract Documents~~,~~ to the ~~Contractor shall defend and indemnify~~contrary notwithstanding, 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~~shall not be obligated to make payment to the Contractor hereunder to the extent that the Contractor has not performed the Work or supplied the materials, for which payment is requested, in accordance with the Contract Documents.

If the Architect does not issue a Certificate for Payment in accordance with the requirements of the Contract Documents, through no fault of the Contractor, within ~~seven~~ten (10) days after receipt of the final version of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ten (10) days after the date ~~established in~~such

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payment is due to be paid by the Owner pursuant to the terms of the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' prior written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum (and/or Guaranteed Maximum Price, as applicable) 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~~actual and reasonable additional costs incurred as a result of shutdown and start-up.

§ 9.8.1 The Work shall be considered to be "Substantially Complete(d)" or to have reached "Substantial Completion" ~~is~~on the ~~stage in the progress of the Work when the Work or designated portion thereof~~date as determined by the Architect when (1) the entirety of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for ~~its intended use.~~the use for which it is intended (subject only to items on the Punch List, the completion of which can be accomplished within forty-five (45) days without interfering with the actual use of the Work by the Owner or those claiming by, through or under the Owner), (2) the Owner or Contractor has obtained a temporary or permanent certificate(s) of occupancy for the Work permitting the lawful occupancy of the entire Project and any other permits, approvals, licenses, and other documents, for which the Contractor is responsible, from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy thereof, and (3) the Architect has issued a Certificate of Substantial Completion for the entirety of the Work pursuant to Section 9.8.4 of these General Conditions.

~~§ 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. Failure to include an item on such list does~~Without limitation of the foregoing, Substantial Completion of the Work shall not be deemed to have occurred until construction and installation of all facilities and systems (including but not limited to instrumentation and controls) are complete in all respects as required for the issuance of all required use and occupancy permits and approvals by all applicable governmental authorities, excluding only the final landscaping work (if applicable). Further, if and to the extent applicable given the Work required to be performed under the Contract Documents, Substantial Completion of the Work shall require commissioning and operation of all automatic systems, including but not limited to testing of individual system components and equipment and full operational startup and certification testing, if and to the extent required for the Architect to issue the Certificate of Substantial Completion and/or required for the City of Ansonia to issue a temporary or permanent certificate(s) of occupancy for the Work permitting the lawful occupancy of the entire Project and/or required for any other permits, approvals, licenses, and other documents to be obtained from any governmental authority having jurisdiction over the Work and the Project that are necessary for the beneficial occupancy of the Work. The Contractor shall be responsible for the coordination of the commissioning and closeout of the Project. The Contractor shall prepare all documentation required by the State of Connecticut Department of Administrative Services in connection with State grant(s) to the Owner for the Project and compliance with State audit requirements applicable to the Project and/or any such grants.

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§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Owner will promptly make such inspection. When the Architect ~~finds~~and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect with the consent of the Owner 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 and the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents, including without limitation, that all building systems are functioning satisfactorily in accordance with the Contract Documents, and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents not previously delivered shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and all other close-out deliverables (including those set forth in Section 9.10.2 below) have been received and accepted by the Owner.

§ 9.8.3 Upon receipt of the Contractor's ~~list~~Punchlist, the Architect and Owner will make an inspection to determine whether the Work ~~or designated portion thereof~~ is substantially complete. If the Architect's and the Owner's inspection discloses any item, whether or not included on the Contractor's ~~list~~Punchlist, which is not sufficiently complete in accordance with the

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Contract Documents ~~so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use~~as described in Section 9.8.1(1), 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 substantially complete, the Architect will~~Architect on the basis of an inspection determines that the Work is Substantially Complete (with the exception of the Architect's issuance of a Certificate of Substantial Completion) and the Contractor has submitted to the Architect the special warranties required by the Contract Documents, the Architect will then 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 remaining items on the ~~list accompanying the Certificate~~Punchlist accompanying the Certificate. The Contractor shall finish all such items on the Punchlist no later than forty-five (45) days after the date of Substantial Completion. If the Contractor fails to complete all such items within such time and is not diligently pursuing completion of such items, the Owner may, after providing the Contractor with written notice, have the remaining Work completed by any means in the event Contractor has not completed such items within ten (10) days of such notice, and deduct all expenditures to complete such items from the Final Payment due the Contractor, and the Contractor shall be liable for any excess costs incurred to complete such items. 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 Substantial Completion of the Work and such acceptance, and consent of surety if any, the Owner shall ~~make payment of~~release retainage ~~applying~~if and 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.~~extent provided in Section 11.1.8.2 of the Agreement.

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit ~~a list~~the Punchlist to the Architect as provided under Section 9.8.2 and 9.8.3. 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.

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§ 9.10.2 ~~Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit~~The Contractor shall be required to submit the following to the Owner and the Architect, in the form satisfactory to the Owner, as conditions to the issuance of a final Certificate for Payment and delivery of final payment:

an affidavit and waiver of claims attesting 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)~~ which shall include, without limitation product liability and completed operations, for the six (6) year period following final completion, and evidence that such insurance will not be canceled or allowed to expire;

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)~~;

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final prints for record drawing use marked by the Contractor with record information as set forth in the Contract Documents;

all guarantees and warranties to which the Owner is entitled hereunder including documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties~~, and (6) if required by the Owner,~~;

a final sworn statement from the Contractor duly executed and acknowledged showing all Subcontractors to be fully paid and similar sworn statements from Subcontractors and, where appropriate, from Sub-subcontractors;

satisfactory proof that all claims, including taxes (if any), arising out of the Work (including any claims of Subcontractors or suppliers) have been released or bonded and other data establishing payment or satisfaction of obligations, such as receipts and ~~releases and~~ waivers of liens, and releases of claims, security interests, or encumbrances arising out of the Contract, ~~to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the~~including but not limited to a release and final waiver of claims signed by each Subcontractor, Sub-subcontractor and material supplier who performed or provided Work or materials under the Contract Documents and conditioned only upon receipt of final payment, the amount of which is consistent with the final Application for Payment, all to the extent and in such form as may be designated by the Owner;

final documents of similar nature to those required by the Contract Documents for any monthly payments hereunder;

all final permits, approvals (including, without limitation, the approval of the Owner's insurance company, if required and requested in a timely fashion) certificates (including, without limitation, certificates in respect of electrical systems and life safety systems) and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including any building permits, temporary and unconditioned permanent and full certificate of occupancy and any other necessary occupancy and use permits;

formally prepared "as built" drawings, records and related data including all field notes of all the Work (such drawings shall be in the form of "mylar" reproducible drawings, or as otherwise called for in the Contract Documents);

the Operating and Maintenance Manual for the Project as provided below;

a final statement of accounting for all allowances in form satisfactory to the Owner and the Department of Administrative Services; and

delivery of all spare parts required to be submitted pursuant to the Contract Documents.

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§ 10.1.2 The Contractor shall comply with all Applicable Laws and Legal Requirements pertaining to safety at the Project site or otherwise in connection with the Project. Notwithstanding any provision in the Contract Documents to the contrary, the Owner shall have no responsibility for Project site safety inspections or safety recommendations, and any such inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations owed to any other person. The Contractor shall notify the Owner in writing of all bodily injury, property damage, death, theft, or vandalism relating to the Project within one (1) working day of such occurrence. Upon the request of the Owner, the Contractor shall provide the Owner with all safety programs for the Work or any portion of the Work.

§ 9.10.2.1 The "Operating and Maintenance Manual" for the Project shall be as defined in the Contract Documents. Except as required otherwise by the Contract Documents, the "Operating and Maintenance Manual" for the Project shall contain, as applicable to the Work, (1) full information for each item of mechanical, electrical, or other operating equipment, copies of warranties therefor, schematic diagrams of control systems, circuit directories for each electric and communications panel board, and charts showing the tagging of all valves; and (2) complete keying schedules, paint color schedules, and paint color samples. Each volume of the manual shall be clearly indexed, and shall include a directory of all Subcontractors and maintenance contractors, indicating the area of responsibility of each, and the name and telephone number of the

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responsible member of each organization. The volumes shall be in both electronic and in bound book form.

§ 9.10.2.2 If a Subcontractor, Sub-subcontractor or supplier 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 no such bond is provided, the Owner may, without limiting its remedies under law, in equity, or under the Contract Documents, withhold the portion of final payment claimed to be due by the relevant Subcontractor, Sub-subcontractor or supplier until such lien, claim, security interest, or encumbrance is resolved or otherwise ceases to be a viable or valid encumbrance. The Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging or otherwise resolving such lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.3 If the final documentation submitted by the Contractor is not deemed complete by the Owner or if the Owner deems the Work incomplete in any respect, the Contractor shall promptly complete any such Work and shall promptly resubmit the final documentation.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible, 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.~~

Intentionally omitted.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, Sub-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.

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs required by the Legal Requirements, the Contract Documents, or as reasonably requested by the Owner in connection with the performance of the Contract. The Contractor shall monitor all job site safety and promptly report deficiencies to responsible Subcontractors and to the Owner.

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

.3other property at the Project 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~~

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~~damage, injury, or loss~~the Legal Requirements, bearing on safety of persons or property or their protection from damage, injury, or loss, including without limitation of Connecticut General Statutes Section 31-40m relating to toxic substances, the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder, and/or ordinances, rules, regulations and lawful orders of governmental authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution or loss. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and suppliers, and Sub-subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of the failure of the Contractor's agents, employees, Subcontractors or suppliers, or of any Sub-subcontractor, to so comply.

§ 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. The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor at its cost and expense.

§ 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 obtain all necessary permits from regulating agencies, exercise utmost care and carry on such activities under supervision of properly qualified personnel, and strictly and fully comply with all applicable Legal Requirements relating to the storage or use of explosives or other hazardous materials or equipment.

§ 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 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, a Subcontractor, a supplier, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are separate from and in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the Project 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 Project site to be loaded so as to cause damage or create an unsafe or hazardous condition.

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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~~ten (10) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project site, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.

§ 10.2.10 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather, including, where and where applicable, removal of snow and ice that might cause damage to Work performed or delay.

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§ 10.2.10.1 During progress of the work prior to the date of Substantial Completion, the Contractor shall provide temporary heat, ventilation, and enclosure, necessary and adequate to prevent damage to completed Work or Work in progress, or to materials stored on the Project site.

§ 10.2.10.2 The Contractor shall at all times protect excavations, trenches, buildings and materials from rainwater, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water, including without limitation providing and operating all pumps, piping and other equipment necessary.

§ 10.2.11 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations. The Contractor shall, as a Cost of the Work, provide and maintain in a good operating condition at the Project site, suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by representatives of the insurance company(ies) issuing insurance for the Work and/or the Project, and/or recommendations by the local fire chief or fire marshal. The area within the Project site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the Project site. In addition, the Contractor shall review, familiarize itself with, and follow carefully, the recommendations of NFPA-241 and FM Loss Prevention "Data Sheet 1.0, Safeguards During Construction, Alterations and Demolition."

§ 10.2.12 The Contractor shall remove and replace with new Work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 10.2.10 and 10.2.11.

§ 10.2.13 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials whether the same occurs while Work is in progress or not, and during the day or at night, or on weekdays, weekends or holidays.

§ 10.2.14 The Contractor shall protect and prevent damage to all finished and unfinished phases of the Work during the course of the Project.

§ 10.2.15 The Contractor shall protect all streets, roads and sidewalks that are part of and/or affected by construction operations for the Project, and shall make all necessary repairs at its own expense. The Contractor shall maintain all streets, roads and sidewalks that are part of and/or affected by construction operations for the Project, reasonably clean of dirt, mud or other debris that is due to construction operations.

§ 10.2.16 The Contractor shall protect finished sidewalks and curbs that are part of, adjacent to, or affected by construction operations for the Project against damage caused by construction operations, including without limitation vehicles entering and leaving the Project site, and the Contractor shall replace any such finished sidewalks and curbs that are damaged by construction operations at its own expense and without any cost to the Owner.

§ 10.2.17 SECURING THE SITE

The Contractor is responsible for securing, and preventing access by unauthorized individuals to, the Project site from the date the Work commences on the Project site to the date of Substantial Completion, unless the Owner and the Contractor agree in writing to an earlier date.

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§ 10.3.~~3~~5 To the fullest extent permitted by law, the ~~Owner~~Contractor shall indemnify, defend and hold harmless the ~~Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and~~Owner, its agents and employees, and the State of Connecticut, against claims, damages, losses~~,~~ and expenses, including but not limited to ~~attorneys'~~attorney's 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~~(1) an actual or suspected Hazardous Material

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which the Contractor, any Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible to the Owner brings to the Project site and negligently handles, or (2) the Contractor's failure to perform its obligations under Section 10.3.1, except to the extent that the claims, damages, losses, costs and expenses are due to the Owner's fault or negligence.

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

§ 10.3.2 Upon receipt of the Contractor's written notice, pursuant to Section 10.3.1, of the existence of actual or suspected Hazardous Materials not addressed in the Contract Documents, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the ~~material~~Hazardous Material or substance reported by the Contractor and, in the event such ~~material~~Hazardous Material or substance is found to be present, to cause it to be rendered harmless. ~~Unless~~ or abated, or 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~~obtain verification from such licensed laboratory that such Hazardous Material or substance has been rendered harmless. When the Hazardous Material or substance has been rendered harmless and/or otherwise abated in accordance with all applicable Legal Requirements, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately, and the Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable additional costs of shutdown and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor, any Subcontractor, Sub-subcontractor, materialman or supplier, or any person or entity for whom or which any of them is responsible, brings to the Project site. The Contractor shall be responsible for the fault or negligence of the Contractor, any Subcontractor, Sub-subcontractor, materialman or supplier, or any person or entity for whom or which any of them is responsible to the Owner, in the use and handling of such Hazardous Materials or substances required by the Contract Documents and/or a failure by any of them to comply with the Contract Documents or applicable Legal Requirements. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic except to the extent required by the Contract Documents.

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§ 10.3.4 ~~The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor~~

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~~brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances~~6 If, without negligence or fault on the part of the Contractor, or any party for whose acts the Contractor is responsible, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of properly performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.~~5~~7 The Contractor shall ~~reimburse 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~~perform all required procedures necessary to ensure that there will be no release, discharge, spillage, uncontrolled loss, seepage or filtration (each a "Release") of any Hazardous Material brought on the Project site by the Contractor, any Subcontractor, Sub-subcontractor or supplier in the course of the performance of the Work. The Contractor is responsible for any and all costs and liabilities associated with the investigation and remediation of any such Release, or as required by regulating authorities having jurisdiction under any of the applicable Legal Requirements, and holds the Owner, its employees and agents, and the fee owner of the Project site (if other than the Owner), harmless against any current or future liabilities resulting from such incidents.

§ 10.3.~~6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~8 All material and equipment furnished under the Contract Documents shall be free of asbestos, lead based paint, and PCBs. Unless otherwise specified in the Contract Documents, any material or equipment containing these, and any other Hazardous Materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

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. The Contractor shall promptly notify insurers as applicable, and the Architect and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect and the Owner a written report including a description of the circumstances of the emergency and details of actions taken in response to such emergency.

§ 11.1.1 The Contractor shall purchase and maintain, and shall require in its subcontracts with Subcontractors that such Subcontractors 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, and require in its Subcontractors to purchase and maintain, the required insurance from an insurance company or insurance companies lawfully authorized and properly licensed to issue insurance in the jurisdiction where the Project is located. The Owner, ~~Architect, and Architect's consultants~~the OPM, the Ansonia Public School District, the Ansonia Board of Education, the Architect, the State of Connecticut, such other parties as are identified in the Contract Documents, and such others as may be required by the Owner, shall be named as additional insureds under ~~the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~liability insurance policies required under the Contract Documents to be procured and maintained by the Contractor and/or its Subcontractors.

§ 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 and properly licensed to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.3.1 ~~The~~If the Owner is required under the Contract Documents to maintain the Builder's Risk insurance for the Project, 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 OPM, the Architect, and the Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by

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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~~such Builder's Risk insurance, 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~~separate Contractors, ~~subcontractors~~Subcontractors, and ~~sub~~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~~ Such Builder's Risk policy shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within ~~three~~five (~~3~~5) 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. In the event of such suspension, the Contractor shall be responsible for, and shall not receive an extension of the Contract Time in connection with, the delay in the Work arising from the suspension. 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~~required to be purchased and maintained by the Owner under 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.~~be responsible for purchasing and maintaining its own liability insurance and, at the Owner's option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under or relating to the Contract Documents.

§ 11.2.2 ~~Failure to Purchase Required~~Builder's Risk and Property Insurance. If the ~~Owner~~Contractor is required under the Contract Documents to maintain Builder's Risk insurance for the Project and 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~~Contractor 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~~be responsible to the Owner for all of the Owner's losses, costs and damages caused by, arising from or attributable thereto to the extent that such losses, costs and damages would have been covered by such insurance.

§ 11.2.3 Notice of Cancellation or Expiration of ~~Owner's~~Contractor's Required Property Insurance. Within ~~three~~five (~~3~~5) business days of the date the ~~Owner~~Contractor becomes aware of an impending or actual cancellation or expiration of ~~any property~~the Builder's Risk insurance if required to be maintained by the Contractor under the Contract Documents, the ~~Owner~~Contractor shall provide notice to the ~~Contractor~~Owner 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~~Owner, upon receipt of notice from the ~~Owner,~~Contractor, 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~~. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the ~~Owner~~Contractor by an appropriate Change Order. The furnishing of notice by the ~~Owner~~Contractor shall not relieve the ~~Owner~~Contractor of any contractual obligation to provide required insurance or responsibility to the Owner pursuant to

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Section 11.2.2.

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§ 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~~Intentionally Omitted.

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner ~~as fiduciary~~ and made payable to the Owner ~~as fiduciary~~ for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 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~~ five (5) 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~~may 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 BOND AND PAYMENT BOND

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents and applicable law, including without limitation Connecticut General Statutes Section 49-41. The bonds shall be executed by a surety lawfully authorized and properly licensed to issue surety bonds in Connecticut, shall be delivered to the Owner before commencement of the Work, and shall be increased as required by Section 11.6.3.

§ 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.

§ 11.6.3 The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

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§ 11.6.4 All bond premiums paid by Subcontractors providing labor, materials or equipment to the Project shall be a Cost of the Work under the Agreement for which Contractor (as Construction Manager) shall be compensated.

§ 12.2.3 The Contractor shall remove from the Project 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. Notwithstanding anything to the contrary contained in this Section 12.2, the Contractor's obligations set forth in this section 12.2.3 shall not affect, limit or impair the Owner's right against the Contractor and its surety with regard to latent defects in the Work which do not appear, are discovered by the Owner, or should have been discovered by the Owner with the exercise of reasonable care and diligence, within the period for correction of Work or period of any applicable warranty.

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The Contractor shall be and remain liable and responsible to correct and cure any such defects which are reported to the Contractor by the Owner in writing within one (1) year after any such defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by theOwner.

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or the Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered ~~that~~which the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the ~~Contract Sum~~Guaranteed Maximum Price including without limitation the cost of correction, and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) 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 at the Contractor's sole expense after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one- (1) year period for correction of Work shall be extended with respect to portions of Work first performed after the date of Substantial Completion by the period of time between the date of Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one- (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 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~~2.4 The Contractor shall meet with the Owner on the Project site to conduct a pre-warranty expiration walkthrough of the Project site during the earlier of the tenth (10th) month after Substantial Completion of the Work or the two (2) months prior to expiration of any warranty applicable to the Work. Thereafter, the Contractor shall meet with the Owner on the Project site again prior to the expiration of any warranty applicable to the Work, to conduct a walkthrough of the Project site. The purpose of such meetings will be to walk through the Project and identify warranty issues to be resolved by the Contractor and any Subcontractors, Sub-subcontractors and/or suppliers.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to modify the Contractor's obligations under Section 3.5 or to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one- (1) 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.

§ 12.2.6 AUDITS

Upon request of the Owner, the Contractor shall cooperate, and shall secure the cooperation of all Subcontractors, suppliers, and Sub-subcontractors, and assist the Owner during any audit of the Project conducted by the Owner, the State of Connecticut at any time after Substantial Completion, at no cost to the Owner. Such cooperation shall include, without

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limitation, providing timely access to all records related to the Project.

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~~Guaranteed Maximum Price will be reduced as appropriate and equitable. 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.~~

§ 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~~in ~~a~~ whole or in part, 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 that arise subsequent to the effective date of such assignment. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 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~~at law or in equity.

§ 13.3.3No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

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§ 13.6.2 Interaction with School Community. The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school to be constructed where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractors, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractors, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled at the Owner's schools) with respect to the Project with the exception of the Owner's Designated Representative as provided in the Agreement. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents, or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment or property on which students or minor children are or may be present.

§ 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~~Legal Requirements. 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 and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner may be present for ~~such procedures~~and observe such inspection, testing or approval. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids from Subcontractors are received or negotiations concluded. ~~The Owner~~Unless otherwise provided in the Contract Documents, the Contractor shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.1.1 Tests The Contractor is responsible for determining that all materials furnished for the Work meet all the requirements of the Contract Documents. The Architect may require Contractor to produce reasonable evidence that a

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material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, demonstrates with reasonable certainty that any material used, or proposed to be used in the Work, meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense; provided, however, the Contractor shall not be required to pay for periodic testing of different batches of the same material, unless such testing is specifically required by Contract Documents to be performed at the Contractor's expense.

§ 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~~Sections 13.4.1 or 13.4.1.1 , 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. If the inspections and tests conducted under Sections 13.4.1 and 13.4.1.1 or this Section 13.4.2 reveal failure in a portion of the Work, the Owner may order the inspection and testing at the Contractor's expense of any and all portions of the Work that are identical or similar to the failing portion.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1, 13.4.1.1, 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.

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~~as approved in the Agreement.

§ 13.6 Prohibited Activities and Background Check Requirements

§ 13.6.1 The Contractor shall comply with all applicable Legal Requirements, including, without limitation, the requirements set forth in Connecticut General Statutes Section 10-222c, as applicable.

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.3Because the ~~Architect~~Owner 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~~

§ 13.6.3 Background and Employment History Checks.

§ 13.6.3.1 To the extent permitted by law, the Contractor shall perform (or cause to be performed), with respect to all of its employees, agents, and representatives (each a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees whether or not direct contact with students or minors is anticipated. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual-offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with students and/or minor children, or which may involve working in or near property on which students and/or minor children may be present, the Contractor shall immediately forward such information to the Owner, to the extent permitted by law, and shall

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immediately remove the individual from the School Grounds and from participation in the Project.

§ 13.6.3.2 The Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with students and/or minor children, or which may involve working in or near property on which students and/or minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the Owner (which request shall be made in the Owner's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety, or well-being of the school community, its students, or any minor children who may be present thereon.

§ 13.6.3.3 The Contractor shall include, and shall require each Subcontractor to include, this Section 13.6 and equivalent school-site access, screening, removal, and documentation requirements in all Subcontracts and lower-tier agreements for the Project.

§ 13.6.3.4 By execution of the Contract, the Contractor represents and warrants that it has fully complied with the requirements of this Section 13.6. To the extent permitted by law, the Contractor agrees that upon the Owner's request, the Contractor shall promptly provide the Owner with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Section.

§ 13.6.3.5 Failure by the Contractor to comply with its obligations under this Section 13.6 shall constitute a material breach of the Contract.

§ 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:

.1Issuance of an order of a court or other ~~public~~governmental authority having jurisdiction that requires all Work to be stopped;

.2An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

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~~.4The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2~~repeatedly defaulted, beyond any applicable notice and cure periods, in its payment obligations to the Contractor under the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, supplier or any of their respective 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~~one hundred fifty (150) days in any three hundred sixty-five (365) day period.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon ~~seven~~ten (10) additional days' prior 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.~~ pursuant to the Contract Documents for Work executed in accordance with the Contract Documents.

§ 14.1.4 If the Work is stopped for a period of ~~60~~ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, supplier or their respective agents or employees or any other persons or entities performing portions of the Work by or on behalf of any of them, because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important and critical to the progress of the Work, the Contractor may, upon ~~seven~~ten (10) additional days' prior written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.1.5 The notice of termination delivered pursuant to Section 14.1.3 or 14.1.4 must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate the Contract if, within the applicable ten (10) day period, the Owner substantially takes such curative measures.

§ 14.2.1 The Owner may, without prejudice to and without waiving any other rights or remedies the Owner may have, terminate the Contract if the Contractor

.3repeatedly 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.;

.5institutes proceedings or consents to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;

~~§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven.~~6 abandons the Work;

.7 fails to prosecute the Work promptly and diligently;

.8submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;

.9fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts or otherwise breaches its obligations under any subcontract with a Subcontractor;

.10if a mechanics or materialman's lien or notice of lien is filed against any part of the Work or the Project site and the lien and underlying claim are not promptly resolved as under the Contract Documents; or

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§ 14.4.1 The Owner may, at any time, ~~terminate the Contract for the Owner's convenience and without cause.~~without prejudice to and without waiving any other rights or remedies the Owner may have, terminate the Contract for the Owner's convenience and without cause. In the event of such termination by the Owner, the Contract shall terminate on the date set forth in the written notice of termination for convenience from the Owner to the Contractor. Upon receipt of such notice, the Contractor shall immediately prepare to cease performing all Work as the effective date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the Owner under the Contract as of the date the termination is effective. The Contractor shall terminate Subcontracts and purchase orders as of the date of termination or as soon as possible thereafter. In the event an attempted termination by the Owner for cause is not justified, it shall be deemed a termination for convenience under this section

.11the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to and without waiving any other rights or remedies the Owner may have, and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and intended to be incorporated into the Project or used in the performance of the Work, and/or require the Contractor to remove its equipment, tools, and/or construction equipment and

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machinery from the Project site as determined by the Owner to be necessary for Ansonia Public School District operations on the Project site;

§ 14.2.4 If the ~~unpaid balance~~unexpended portion of the ~~Contract Sum exceeds costs of finishing the Work, including~~Guaranteed Maximum Price net of any unused portion of the Construction Contingency (the "Remaining Balance") exceeds the aggregate of (i) all costs incurred by the Owner to finish the Work, (ii) the compensation for the Architect's services and expenses made necessary thereby, and (iii) other damages incurred by the Owner ~~and not expressly waived~~(such costs, compensation, expenses and damages, collectively, the "Completion Cost"), such excess shall be ~~paid to~~retained by the ~~Contractor~~Owner. If ~~such costs and damages exceed the unpaid balance~~the Completion Cost exceeds the Remaining Balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the ~~Contractor or Owner~~Owner by the Contractor, as the case may be, shall be reviewed and certified by the Initial Decision Maker~~, upon application, and this~~. This obligation for payment shall survive termination of the Contract. The term "Construction Contingency" is defined in Section 3.2.4 of the Agreement.

§ 14.2.5 In the event an attempted termination by the Owner for cause pursuant to Section 14.2 is determined by a court of competent jurisdiction to have been wrongful and/or without right or justification under the Contract, such attempted termination shall be deemed a termination for convenience pursuant to Section 14.4 and shall not constitute a breach of the Contract by the Owner.

§ 14.3.1 The Owner may, without cause, and without prejudice to and without waiving any other rights or remedies the Owner may have, 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~~Guaranteed Maximum Price and Contract Time ~~shall~~may be adjusted by Change Order for actual increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the ~~Contract Sum~~Guaranteed Maximum Price shall include profit to the extent provided and permitted in the Contract Documents. No adjustment shall be made to the extent:

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§ 15.1.4.2 The ~~Contract Sum and~~Guaranteed Maximum Price and/or 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~~decisions of the Initial Decision Maker.

.3except for Work directed by the Owner to be performed prior to the effective date of termination stated in the notice, terminate all existing ~~subcontracts~~Subcontracts and purchase orders and enter into no further ~~subcontracts~~Subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed~~; costs~~ in accordance with the Contract Documents and actual and direct costs and damages incurred by reason of the termination, including direct costs attributable to termination of Subcontracts; ~~and the termination fee, if any, set forth in the Agreement.~~provided that the Owner shall have no obligation under this Section 14.4.3 to pay the Contractor for its anticipated overhead and profit on any portion of the Work not performed.

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. The Initial Decision Maker is not a general arbiter or judge of disputes between Owner and Contractor. Such disputes shall be resolved by Owner and Contractor in accordance with the applicable provisions of the Agreement and other Contract Documents or through the exercise of their respective rights and remedies as are otherwise available to each of them. A Claim by one party shall be made by written notice to the other party.

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the

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binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case, not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker 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 be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 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 Work and its obligations under the Contract Documents and the Owner shall continue to make payments in accordance with the Contract Documents.

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If the Contractor wishes to make a Claim for an increase in the ~~Contract Sum~~Guaranteed Maximum Price, 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.

§ 15.1.5.1 Except as expressly provided in the Contract Documents or as otherwise agreed to by the Owner and the Department of Administrative Services, the Contractor shall not be entitled to any increase in the Guaranteed Maximum Price on account of or in relation to increases to the Cost of the Work resulting from inflation.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of ~~cost and of~~the probable effect of the delay on the progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~.1damages 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~~

~~.2damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of~~ No extension of the Contract Time will be granted for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation government agency.

§ 15.1.7 Intentionally Omitted.

§ 15.1.8 Notwithstanding anything to the contrary herein or in the Contract Documents, neither the Guaranteed Maximum Price nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, Subcontractors, Sub-subcontractors, suppliers or any other person or entity for whom or which any of them is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision by the Initial Decision Maker shall be required as a condition precedent to mediation ~~of any Claim~~, litigation, or other formal method of dispute resolution of all Claims between the Contractor and the Owner arising prior to the date final payment is due. If an initial decision has not been rendered within ~~30~~forty-five (45) days after the Claim has been referred to the Initial Decision Maker or the Initial Decision Maker fails to provide a decision within the time required in subparagraphs 15.2.2 through 15.2.5, whichever is later, 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.

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§ 15.3.3 Either party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (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 sixty (60) days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days ~~of~~after 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.

§ 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~~claimant to authorize retention of such persons at the ~~Owner's~~claimant's expense.

§ 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, within ten (10) days after receipt of the 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~~Within ten (10) days after receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part, or suggest a compromise.

§ 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 change in the ~~Contract Sum~~Guaranteed Maximum Price or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6.1 Either party may, within thirty (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 thirty (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.

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in ~~Sections~~Section 9.10.4~~, 9.10.~~5, ~~and 15.1.7, shall~~ be subject to mediation as a condition precedent to binding dispute resolution.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry 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 sixty (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.

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§ 15.4 ~~Arbitration~~Intentionally omitted.

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with 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~~Intentionally omitted.

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim~~Intentionally omitted.

§ 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~~Intentionally omitted.

§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof~~Intentionally omitted.

§ 15.4.4 ~~Consolidation or Joinder~~Intentionally omitted.

§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s)~~Intentionally omitted.

§ 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~~Intentionally omitted.

§ 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~~Intentionally omitted.

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