

# Stern Village Energy Improvements

200 Hedgehog Cir Trumbull, Ct 06611

DRAWING LIST
SP-1 Site Plan A100 Heat Pumps Unit Plans & Typical Details

## PROJECT STATUS:

## Bid Documents

## PROJECT DATA:

## SCOPE OF WORK:

Energy Improvements to all 186 Living Units. Provide new Heat Pump Units as Indicated to all

## PROJECT TEAM:

ARCHITECT  
Wiles Architects, LLC  
155 Brooklawn Avenue  
Bridgeport, CT 06604  
ph | 203-366-6003

## VICINITY MAP:



## ISSUE DATE:

October 27, 2016

Table of Contents Generated October 11, 2016

Division	Section Title	Revision Date	Pages
----------	---------------	---------------	-------

## Site Work & General Construction

### PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

#### DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

A701	INSTRUCTIONS TO BIDDERS	6	
A201	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	40	
002040	BID FORM	5	
000115	LIST OF DRAWING SHEETS	09/20/2016	2
002113	INSTRUCTIONS TO BIDDERS	09/20/2016	1
002213	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	09/20/2016	5
002600	PROCUREMENT SUBSTITUTION PROCEDURES	09/20/2016	3
003119	EXISTING CONDITION INFORMATION	09/20/2016	1
003132	GEOTECHNICAL DATA	09/20/2016	1
003143	PERMIT APPLICATION	09/20/2016	1
007343	Wage & Hour Rated		21
006000	PROJECT FORMS	09/20/2016	2
012300	ALTERNATES	10/19/2016	2
A310	BID BOND		2
A312	PERFORMANCE BOND		4
A312	PAYMENT BOND		4
A101	SAMPLE FORM OF AGREEMENT		7
G704	CERTIFICATE OF SUBSTANTIAL COMPLETION		1
G706	CONTRACTOR'S AFFIDAVIT OF DEBTS AND CLAIMS		1
G707	CONSENT OF SURETY TO FINAL PAYMENT		1

### SPECIFICATIONS GROUP

#### *General Requirements Subgroup*

#### DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY	09/20/2016	4
012500	SUBSTITUTION PROCEDURES	09/20/2016	3
012600	CONTRACT MODIFICATION PROCEDURES	09/20/2016	3
012900	PAYMENT PROCEDURES	09/20/2016	4
013100	PROJECT MANAGEMENT AND COORDINATION	09/20/2016	9
013200	CONSTRUCTION PROGRESS DOCUMENTATION	09/20/2016	5
013300	SUBMITTAL PROCEDURES	09/20/2016	11
014000	QUALITY REQUIREMENTS	09/20/2016	8
014200	REFERENCES	09/20/2016	9
015000	TEMPORARY FACILITIES AND CONTROLS	09/20/2016	10

016000	PRODUCT REQUIREMENTS	09/20/2016	5
017300	EXECUTION	09/20/2016	9
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	09/20/2016	7
017700	CLOSEOUT PROCEDURES	09/20/2016	7
017823	OPERATION AND MAINTENANCE DATA	09/20/2016	7
017839	PROJECT RECORD DOCUMENTS	09/20/2016	4
017900	DEMONSTRATION AND TRAINING	09/20/2016	5
019113	GENERAL COMMISSIONING REQUIREMENTS	09/20/2016	3

*Facility Construction Subgroup*

**DIVISION 02 - EXISTING CONDITIONS**

024119	SELECTIVE STRUCTURE DEMOLITION	09/20/2016	5
--------	--------------------------------	------------	---

**DIVISION 03 - CONCRETE**

033000	CAST-IN-PLACE CONCRETE	09/20/2016	5
--------	------------------------	------------	---

**DIVISION 04 - MASONRY**

NOT APPLICABLE

**DIVISION 05 - METALS**

NOT APPLICABLE

09/20/2016 8

**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061053	MISCELLANEOUS ROUGH CARPENTRY	09/20/2016	5
--------	-------------------------------	------------	---

**DIVISION 10 - SPECIALTIES**

NOT APPLICABLE

**DIVISION 11 - EQUIPMENT**

NOT APPLICABLE

**DIVISION 12 - FURNISHINGS**

NOT APPLICABLE

**DIVISION 13 - SPECIAL CONSTRUCTION**

NOT APPLICABLE

**DIVISION 14 - CONVEYING EQUIPMENT**

NOT APPLICABLE

## **Mechanical, Electrical, & Plumbing**

**DIVISION 15 - MECHANICAL**

15010	GENERAL PROVISIONS - MECHANICAL
-------	---------------------------------

3/24/2015 16

15100	BASIC MATERIALS AND METHODS	3/24/2015	24
15200	INSULATION SYSTEMS	3/24/2015	8
15630	RESIDENTIAL SPLIT HEAT PUMP SYSTEMS	3/24/2015	7
15990	COMMISSIONING OF SYSTEMS	3/24/2015	4

**DIVISION 16 - ELECTRICAL**

16010	GENERAL PROVISIONS - ELECTRICAL	3/24/2015	16
16100	BASIC MATERIALS AND METHODS	3/24/2015	13
16111	CONDUIT	3/24/2015	4
16120	WIRE AND CABLE	3/24/2015	4
16450	GROUNDING AND BONDING	3/24/2015	6
16491	ENCLOSED SWITCHES AND CIRCUIT BREAKER	3/24/2015	5

**DIVISION 17 - RESERVED**

NOT APPLICABLE

**DIVISION 18 - RESERVED**

NOT APPLICABLE

**DIVISION 19 - RESERVED**

NOT APPLICABLE

*Facility Services Subgroup*

**DIVISION 20 - RESERVED**

NOT APPLICABLE

**DIVISION 21 - FIRE SUPPRESSION**

REFER TO Division 15 - MECHANICAL

**DIVISION 22 - PLUMBING**

REFER TO Division 15 - MECHANICAL

**DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING**

REFER TO Division 15 - MECHANICAL

**DIVISION 24 - RESERVED**

NOT APPLICABLE

**DIVISION 25 - INTEGRATED AUTOMATION**

NOT APPLICABLE

**DIVISION 26 - ELECTRICAL**

REFER TO Division 16 - Electrical

**DIVISION 27 - COMMUNICATIONS**

REFER TO Division 16 - Electrical

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

REFER TO Division 16 - Electrical

**DIVISION 29 - RESERVED**

NOT APPLICABLE

*Site and Infrastructure Subgroup*

**DIVISION 30 - RESERVED**

NOT APPLICABLE

## **Site Work & General Construction**

**DIVISION 31 - EARTHWORK**

311000 SITE CLEARING

09/20/2016

4

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

NOT APPLICABLE

**DIVISION 33 – UTILITIES**

NOT APPLICABLE

END OF TABLE OF CONTENTS

Rev. 8/30/16

# **Section I**

## **Notice of Bid**

**D R A F T**

Rev. 8/30/16

**TRUMBULL HOUSING AUTHORITY  
STERN VILLAGE ENERGY IMPROVEMENTS  
October 24, 2016**

**TABLE OF CONTENTS**

**Section I**

Notice of Bid

**Section II**

AIA - A701-1997 - Information of Bidders

Supplemental - Information for Bidders – Table of Contents

**Section III**

Form of Bid

Contractors Qualification/Experience Statement

**Section IV**

General Conditions – AIA 201 - 2007

General Conditions - Supplemental

HUD Labor Standards Compliance Requirements (Regarding Self-Employed/Working Subcontractors)

**Section V**

Supplemental General Conditions

Federal Labor Standards Provisions – HUD Form 4010

Prevailing Wage Rates (State and Federal)

Certified Payroll Report form (Federal Statement of Compliance form and State Fringe Benefits Explanation form)

**Section VI**

Contractor/Subcontractor Certification forms

Sample Daily Construction Work Logs

Sample Lien Waiver

**Section VII**

Project Sign Specifications

**Section VIII**

Technical Specifications

**TRUMBULL HOUSING AUTHORITY  
STERN VILLAGE ENERGY IMPROVEMENTS**

**NOTICE OF BID**

**RFP/BID# 6212 – Stern Village Energy improvements.**

Sealed bids will be received at the Town Hall Purchasing Department on behalf of the Trumbull Housing Authority hereinafter referred to as the Owner, no later than 2 p.m., February 7, 2017 at the Trumbull Town Hall, 5866 Main Street, Trumbull, Connecticut, 06611 at which time and place they will be publicly opened and read aloud.

Provide all labor, materials and appliances to provide and install new heat pumps to all living units as authorized in the bid document including but not limited to site work, general construction, mechanical, electrical and plumbing for new Heat Pumps Living Unit systems.

Bids must be submitted on the forms provided and in a sealed envelope plainly marked with the appropriate title.

A pre-bid conference to review the project will be held at 200 Hedgehog Circle, Trumbull, CT, 06611, Wednesday December 28, 2016 at 10 am. All prospective bidders are urged and encouraged to attend.

- A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Owner and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS circular 570.
- Attention of bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages, and compliance with certain local, state and federal requirements. This is a Federally funded project.

Bid Documents are available from the Purchasing Department website [www.trumbull-ct.gov](http://www.trumbull-ct.gov) and on the State Contracting portal <http://dass.ct.gov/portal>. They may also be obtained (at a cost to you) from Digiprint, 275 Ferry Blvd., Stratford, CT 06615, and (203-375-1228).

Bids, to receive consideration, must be in the hands of the authorized representative, no later than the day and hour mentioned above.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull on behalf of the Housing Authority (The Owner).

- All bids will be considered valid for a period of ninety (90) days.
  - AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER  
MBE's, WBE's, SBE's AND SECTION 3 DESIGNATED ENTERPRISES  
ARE ENCOURAGED TO APPLY

Rev. 8/30/16

# **Section II**

## **Information for Bidders**

# DRAFT AIA Document A701™ - 1997

## Instructions to Bidders

for the following PROJECT:

(Name and location or address)

«Stern Village Energy Improvement Project»

« »

THE OWNER:

(Name, legal status and address)

«Trumbull Housing Authority», Non-Profit»

«200 Hedgehog Circle»

Trumbull, Ct 06611»

THE ARCHITECT:

(Name, legal status and address)

«Wiles Architects, LLC», Limited Liability Company»

«155 Brooklawn Ave»

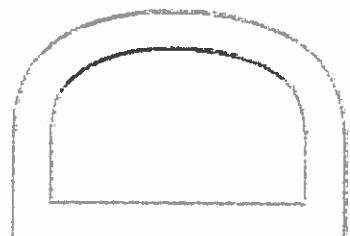
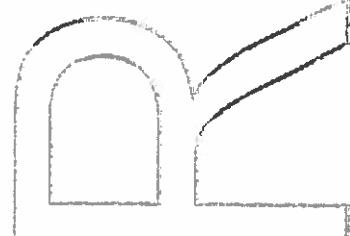
Bridgeport, Ct 06604»

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An **Additions and Deletions Report** that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

## TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### § 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### § 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### § 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**SECTION 002113 - INSTRUCTIONS TO BIDDERS**

**1.1 INSTRUCTIONS TO BIDDERS**

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
  - 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

**END OF DOCUMENT 002113**

## **SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

### **1.1 INSTRUCTIONS TO BIDDERS**

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

### **1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL**

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

### **1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS**

- A. Add Section 2.1.3.1:
  - 1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Add Section 2.1.5:
  - 1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of Connecticut and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.6:
  - 1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

### **1.4 ARTICLE 3 - BIDDING DOCUMENTS**

- A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
  - 1. Add Section 3.2.2.1:

- a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form furnished on Project Web site.
- B. 3.4 - Addenda:
  1. Delete Section 3.4.3 and replace with the following:
    - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
  2. Add Section 3.4.4.1:
    - a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
      - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
      - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

## 1.5 ARTICLE 4 - BIDDING PROCEDURES

- A. 4.1 - Preparation of Bids:
  1. Add Section 4.1.1.1:
    - a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Design Builder.
  2. Add Section 4.1.8:
    - a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
  3. Add Section 4.1.9:
    - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
  4. Add Section 4.1.10:
    - a. 4.1.10 - Bids shall not include sales and use taxes.
- B. 4.3 - Submission of Bids:
  1. Add Section 4.3.1.2:

- a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:

- a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

- a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

**1.6 ARTICLE 5 - CONSIDERATION OF BIDS**

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

## 1.7 ARTICLE 6 - POSTBID INFORMATION

- A. 6.1 - Contractor's Qualification Statement:
  1. Add Section 6.1.1:
    - a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.
- B. 6.3 - Submittals:
  1. Add Section 6.3.1.4:
    - a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

## 1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 - Bond Requirements:
  1. Add Section 7.1.1.1:
    - a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.
- B. 7.2 - Time of Delivery and Form of Bonds:
  1. Delete the first sentence of Section 7.2.1 and insert the following:
    - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
  2. Delete Section 7.2.3 and insert the following:

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. As provided by the Design Builder.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

- A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Design Builder, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213

**INFORMATION FOR BIDDERS**  
**Table of Contents**

**Trumbull Housing Authority**  
**Stern Village Energy Improvements**  
**October 24, 2016**

1. Receipt and Opening of Bids
2. Preparation of Bid
3. Subcontracts
4. Qualifications of Bidder
5. Bid Security
6. Liquidated Damages for Failure to enter into Contract
7. Time of Completion and Liquidated Damages
8. Conditions of Work
9. Hours of Work
10. Addenda and Interpretations
11. Security for Faithful Performance
12. Power of Attorney
13. Notice of Special Conditions
14. Laws and Regulations
15. Sales Tax and Permit Fees
16. Obligation of Bidder
17. Hiring of Local Labor
18. Affirmative Action Requirements
19. Section 3
20. Special Requirements
  - a. OSHA

## INFORMATION FOR BIDDERS

Trumbull Housing Authority  
Stern Village Energy Improvements  
October 24, 2016

### 1. RECEIPT AND OPENING OF BIDS:

The Trumbull Housing Authority, hereinafter referred to as the Owner, invites bids on the forms attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner in the

\_\_\_\_\_ 20 \_\_\_\_\_, CT until a.m./p.m.,  
\_\_\_\_\_ and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to \_\_\_\_\_ CT and designated as Bid for the \_\_\_\_\_. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. The Owner may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

### 2. PREPARATION OF BID:

Each bid must be submitted in TRIPPLICATE on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project and bid number for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Form of Bid
- B. Bid security (*bid bond or Certified check*)
- C. Certification of Bidder Regarding EEO form. (subcontractors' form not required at time of bid).
- D. Non-Collusion Affidavit of Prime Bidder form. (subcontractors' form not required as part of bid)
- E. Contractor Certification Regarding OSHA in accordance with 29 CFR 1910.268.
- F. Contractors Qualification/Experience Statement
- G. Licenses (State of CT Department of Consumer Protection/CT Secretary of State)
- H. Copy of DAS Certification for WBE, SBE, MBE or DBE (If applicable)

### Definitions

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms authorized in this section. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions

of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

- 1.2 Addenda are written or graphic instruments issued by the Architect prior to receipt of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit of Measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

#### **Bid Award**

The Owner may award the bid to the responsible bidder whose bid, conforming with all the material, terms and conditions of the invitation for bids, is the lowest in price and meets the bid submission requirements noted herein.

Bid award is subject to the terms and conditions of 24 CFR PAT 85.36 (d) (2) for sealed bid projects.

Award will be based on the base bid plus any add/deduct alternates as selected by the owner if funds are available.

#### **3. SUBCONTRACTS:**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must:

- A. Be acceptable to the Owner, and;
- B. Submit form entitled "Certification of Proposed Subcontractor Regarding Equal Employment Opportunity"
- C. Submit form entitled "Non-Collusion Affidavit of Subcontractor"
- D. Submit form entitled "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements"
- E. Subcontractor Certification Regarding OSHA in accordance with 29 CFR 1910.268

**F. Copy of State of CT Applicable License**

**G. Comply with the Federal Requirements pertaining to "Sole Proprietor/Working Owners"**

Approval of the proposed subcontract award cannot be given by the Town unless and until the proposed contractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting and compliance requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards and notices to proceed.

**4. QUALIFICATIONS OF BIDDER:**

The Owner may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Bidder certifies that by their submission of its bid for the project, it has the proper and appropriate current licenses and certifications for itself as well as its subcontractors and/or employees to perform the work as required by Connecticut State Statues and will maintain such licensing and certifications for itself and its subcontractors/employees for the duration of the project.

**5. BID SECURITY:**

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the approved provided by the Surety, duly executed by the bidder as principal and having a surety thereon approved by the Owner, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made, within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

**6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of \$2,500 for each consecutive calendar day thereafter.

**8. CONDITIONS OF WORK:**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

**9. HOURS OF WORK**

Work shall be accomplished between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday unless otherwise stipulated by the Owner. Work required at any other time is to be arranged and approved by the Owner.

**10. ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to George Wiles, AIA, Wiles + Architects, LLC., 155 Brooklawn Avenue, Bridgeport, CT 06604; Fax: (203) 384-1751, or email at: [wiles@wilesarch.com](mailto:wiles@wilesarch.com) and, to be given consideration, must be received no later than \_\_\_\_\_ a.m./p.m., \_\_\_\_\_, 2016. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either faxed, or sent by e-mail to all prospective bidders, not later than \_\_\_\_\_ a.m./p.m., \_\_\_\_\_, 2016. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**11. SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

**12. POWER OF ATTORNEY:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**13. NOTICE OF SPECIAL CONDITIONS:**

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following, when applicable:

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Prevailing Wage Rate Requirements
- D. Contract Compliance Reporting Requirements
- E. Stated allowances

**F. OSHA Compliance**

**G. Affirmative Action Plan Requirements (For any contract in excess of \$500,000.00)**

**14. LAWS AND REGULATIONS:**

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full.

**15. SALES TAX AND PERMIT FEES**

**Sales Tax** – The Contractor shall purchase all materials and supplies required for completion of the contract pursuant to regulations of the Connecticut Department of Revenue Services. Prices stated in the Bid shall not include any charge for any Sales or Use Taxes. This is a Federally Funded project and is Tax Exempt.

**Permit Fees** – The Contractor shall familiarize himself with and abide by all requirements of any/all permits to be issued in conjunction with the work required under this contract. The contractor shall be responsible for notifying any/all regulating agencies prior to work as described in each permit.

No permit fees are waived by the Owner unless otherwise stated.

**16. OBLIGATION OF BIDDER:**

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (including all addenda). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

**17. HIRING OF LOCAL LABOR:**

This section emphasizes that every contractor and subcontractor undertaking to do work on any DOH assisted project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is Bridgeport-Milford MSA.

The contractor will be responsible for assuring that his subcontractors comply with this goal.

**18. AFFIRMATIVE ACTION REQUIREMENTS:**

This contract is subject to all Federal and State Affirmative Action regulations. The contractor will be required to comply with those regulations. This includes the documentation listed below, and included within the contract.

- An Affirmative Action Policy Statement must be submitted to the municipality or their agent from each Contractor receiving funds in the amount of \$500,000 or less under the grant.
- For each contractor with a contract in excess of \$500,000, the contractor must submit an Affirmative Action Plan to the Connecticut Commission on Human Rights and Opportunities (CHRO) with a copy to the municipality or their agent. Contractors should forward a copy of CHRO's approval to the municipality or their agent.

**19. SECTION 3 (Only required if total project cost, including change orders, totals \$100,000 or more)**

Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, make a good faith effort to fill any job vacancies, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 eligible employees are those residents from the area who are at or below 80% of median based on household size.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F.** To meet your Section 3 goals, you will be asked to provide an explanation of the process you use to hire employees as well as the number of new employees hired by you or your major subcontractors during this project. The goal is that 30% of the aggregate number of new hires be Section 3 eligible residents.
- G.** Award of contracts to Section 3 eligible businesses also needs to be documented. The goal for Section 3 eligible businesses is 10% of the total contract cost. You will be asked to provide the number of contracts made to Section 3 eligible subcontractors, suppliers, or vendors during the course of this project, as well if any of these companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**20. SPECIAL REQUIREMENTS**

a. OSHA

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.

**FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION  
(OSHA)**

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S.1; P.A. 08-83, S.1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10 hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and health Administration Standards" and setting new deadline of January 1, 2009. Deleted former Subsec. (d) re 'public building'. Added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective 1, 2009.

**Informational Bulletin  
The 10-Hour OSHA Construction  
Safety and Health Course**

(Applicable to public building contracts entered  
into *on or after July 1, 2007*, where the total cost of  
all work to be performed is at least \$100,000)

1. This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
2. The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
3. It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
4. The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
5. The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
6. The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
7. Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees

and apprentices performing manual labor on the project will have completed such a course;

8. Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
9. Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
10. Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
11. Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
12. Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
13. The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
14. The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

- 15. Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.**
  
- 16. Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860) 263-6790.**

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS, WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

## **Section III**

**Form of Bid sample, please fill out the one in the BID  
6212 – Gen- Instructions- Proposal**

**Contractors Qualifications an Experience:  
please fill this out and submit also in the BID 6212-  
General instruction – Proposal**

**Some of it may be duplicate but fill Qualifications and  
experience and put with 6212 – Gen- Instructions-  
Proposal**

Stern Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

**SECTION 002041 – BID PROPOSAL FORM**

**BID PROPOSAL FORM**

**PROPOSAL FOR BID**

Stern Village  
Energy Improvements  
Trumbull Housing Authority  
200 Hedgehog Road  
Trumbull, CT 06611

TO: Harriet Polansky,  
Executive Director  
Trumbull Housing Authority  
200 Hedgehog Road  
Trumbull, CT 06611

PROPOSAL OF: NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

I have received the bid documents entitled "Stern Village Energy Improvements" dated October 27, 2016 prepared by Wiles Architects, as listed in the Contract Document Specifications Table of Contents and Drawing List bound in the Contract Document Specifications, and Addenda numbered and dated as follows:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

I have included the provisions of the above Bid Documents and Addenda in my bid. I have examined the bid documents and visited the existing site and I submit the following bid:

Provide all labor, materials, equipment and services necessary to complete the work required by the bid documents and will take in full payment therefore the lump sum price of

STIPULATE SUM BASE BID ALL LIVING UNITS:

1 THRU 54 INCLUSIVE  
65 THRU 158 INCLUSIVE

Dollars \_\_\_\_\_

Stern Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

\$ \_\_\_\_\_

ADD ALTERNATE #01 – TRANSFER GRILLES

ALL UNITS

Add: \_\_\_\_\_ Dollars

\$ \_\_\_\_\_

ADD ALTERNATE #02 - STIPULATE SUM LIVING UNITS:

55 THRU 64 INCLUSIVE

Add: \_\_\_\_\_ Dollars

\$ \_\_\_\_\_

NAMED SUBCONTRACTORS

List the names of the Named Pre-Qualified Subcontractor that will perform the Work for the categories listed below. A minimum of one and a maximum of two Named Subcontractors will be allowed for each category. If applicable, you must name at least one subcontractor for each category listed below. The values listed below shall be included in the bid price. The undersigned agrees that one of the Named Subcontractors will be used for the Work indicated below at the amount stated, unless a substitution is permitted by the awarding authority.

MECHANICAL NAMED SUBCONTRACTORS

A. Mechanical \_\_\_\_\_

Mechanical \_\_\_\_\_

Amount included in Bid: \_\_\_\_\_ Dollars

\$ \_\_\_\_\_

ELECTRICAL NAMED SUBCONTRACTORS

A. Electrician \_\_\_\_\_

Electrician \_\_\_\_\_

Amount included in Bid: \_\_\_\_\_ Dollars

\$ \_\_\_\_\_

Stern Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

PLUMBING NAMED SUBCONTRACTORS

Amount included in Bid: \_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

PLUMBING NAMED SUBCONTRACTORS

Amount included in Bid: \_\_\_\_\_ Dollars

Stern Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

**THE PROJECT IS TAX EXEMPT.**

**Base Bid: Time is of the essence, all energy improvements work shall be completed on or before one hundred and twenty calendar days from the time the Contractor is given authorization to proceed.**

**1. LIQUIDATED DAMAGES;** the Trumbull Housing Authority will be damaged by the work not being completed on or before one hundred and twenty calendar days from the time the Contractor is given authorization to proceed.. Therefore, the Trumbull Housing Authority shall assess the Contractor two thousand five hundred dollars per day (\$2,500.00) for every day beyond the Contract Completion Date.

**In submitting this bid, I agree as follows:**

**1 - To hold open my bid for 90 days after bid opening. Alternate bids shall be held open for 120 days after bid opening.**

**2 - To enter into and execute a contract, if awarded on the basis of this bid, according to the contract form as amended listed in the Project Specifications.**

**3 - To deliver properly executed Performance/Labor and Material Bonds as described in the Instructions at the time of execution of the contract. The amount of the premiums for the subject bonds is included in the lump sum price above.**

**4 - To accomplish the work in accordance with the contract documents.**

**5 - To begin work within 5 calendar days of official notice of acceptance of bid or execution of contract, whichever is first. No on site mobilization will be permitted until the contract has been executed.**

**6 - To substantially complete the work per the Construction Schedule and complete the Work on or before the Completion date indicated and required. Time is of the essence.**

**By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:**

- A.) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.**
- B.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.**
- C.) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.**

Stern Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided. The Bidder acknowledges that the Owner cannot accept a bid that is not accompanied by bid security.

---

(Firm Name)

By \_\_\_\_\_  
(Signature and Title of Authorized Representative)

---

(Business Address)

---

(City and State)

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

The bidder is:

1. Corporation, licensed in the State of \_\_\_\_\_
2. Partnership
3. Individual

Note:

If the bidder is a corporation, affix corporate seal and give below the names of its President, Treasurer, and General Manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

Also, if the bidder is a corporation, attach a statement of authorization to submit this proposal from the governing body of the corporation.

END OF SECTION 002041

Rev. 8/30/16

**FORM OF BID**  
Trumbull Housing Authority  
Stern Village Energy Improvements  
October 24, 2016

**PROPOSAL  
OF:**

(Official name of company and hereinafter called "bidder")

organized and existing under the laws of the state of \_\_\_\_\_, and doing  
business as:  a corporation,  a partnership, or  an individual (check one).

TO the MUNICIPALITY hereinafter called the "Owner".

**READERS:**

The BIDDER, in compliance with your invitation to bid for the Trumbull Housing Authority Stern Village Energy Improvements having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$2,500 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

1. \_\_\_\_\_
2. \_\_\_\_\_

**PROPOSAL:**

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents.

**BASE BID:**

For of: _____	the	sum
------------------	-----	-----

(Indicate the dollar amount of the bid using written words)

\$ \_\_\_\_\_  
(Indicate same amount using figures)

In the case of a discrepancy, the bid amount shown in words will prevail.

Rev. 8/30/16

**ALTERNATES:**

1. for the sum of \$ \_\_\_\_\_
2. for the sum of \$ \_\_\_\_\_

**UNIT PRICES:**

Unit Prices: Unit prices include all preparatory and incidental work to provide a complete installation in full accordance with specifications.

- 1.
- 2.
- 3.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within 10 days and deliver Surety Bonds as required.

The bid security attached in the sum of \$ \_\_\_\_\_ is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

**Small, Minority, Women-Owned Business Concern Representation**

The bidder represents and certifies as part of its bid/ offer that it –

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans       Asian Pacific Americans       Hispanic Americans

Rev. 8/30/16

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

(d)  is,  is not a bona fide Section 3 Business, and that it meets , does not meet  one of the following criteria;

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, within three years of their date of first hire with this company, as defined by HUD.
4. Provides evidence, as required, of a commitment to subcontract in excess of 25% of the total dollar award of all subcontracts to business concerns that meet one of the first three qualifications above, prior to the award of this contract.

The apparent low bidder will be required to submit documentation from a Certified Agency for any of the designations noted in the affirmative above prior to the award of the contract.

RESPECTFULLY SUBMITTED:

BY: \_\_\_\_\_  
(type or print name and title)

\_\_\_\_\_  
(authorized signature of bidder)

\_\_\_\_\_  
(date)

Contact Cell Phone #: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN or SSN#: \_\_\_\_\_

If bid is submitted by a corporation, its seal must appear.

NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

Rev. 8/30/16

## Contractors Qualification/Experience Statement

The Bidder is required to fill out the following form to enable the Owner to make adequate inquiries and determine as to the Bidder's experience, skill, available financial resources, credit and business standing.

Bidders that fail to provide all requested information, or who misrepresent such information, may have their bid rejected as non-responsive and, if they become the apparent successful bidder for a contract, may be deemed non-responsive for such. The \_\_\_\_\_ of \_\_\_\_\_ may reject a contractor based on the contractor's performance record with regard to quality of work, timely completion, debarment by others, changed financial status, or other pertinent factors as determined solely by the \_\_\_\_\_.

Confidentiality: The Contractor's Qualification Statement submitted to the \_\_\_\_\_ will be treated as confidential, for official use only, and will not be open to public inspection, except as required by law. It is the \_\_\_\_\_'s position that pursuant to Connecticut General Statutes Section 1-210(b) (5), such documents are exempt from disclosure under the Connecticut Freedom of Information Act, and that the \_\_\_\_\_ will not disclose such documents in response to requests made under the Act.

The Bidder recognizes and acknowledges that the \_\_\_\_\_ has the sole authority to determine the Bidder's eligibility and qualification of its bid and performance in order to determine that the Bidder qualifies.

The undersigned certifies under oath the truth and correctness of all statement and all answers to questions made hereinafter.

**SUBMITTED BY:**

NAME: \_\_\_\_\_ [ ] CORPORATION

ADDRESS: \_\_\_\_\_ LLC \_\_\_\_\_

**PRINCIPAL OFFICE:**  **[ ] OTHER**

NOTE: All data is taken from the [Bureau of Economic Analysis](#).

2. How many years has your organization been in business under its present business name? \_\_\_\_\_  
If business was under a different name, give previous name. \_\_\_\_\_

3. If a Corporation, answer the following:

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

President: \_\_\_\_\_

Vice President (s): \_\_\_\_\_

Secretary: \_\_\_\_\_

Rev. 8/30/16

Treasurer: \_\_\_\_\_

4. If a partnership, answer the following:

Date of Organization: \_\_\_\_\_ Type of Partnership: \_\_\_\_\_  
(General/Limited/Association)

Name and address of all partners:

---

---

5. If other than a Corporation or Partnership, describe Organization and name Principals:

---

---

6. What percent of the work do you plan to perform with your own forces? \_\_\_\_\_

List trades:

---

---

---

Does the Bidder plan to sublet any part of this work; and if so, provide a list of trades and selected subcontractors/vendors.

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

---

---

---

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? If so, state details of circumstances:

---

---

---

9. List major construction projects your Organization has under contract on this date:

Rev. 8/30/16

PROJECT NAME:	OWNER:	CONTRACT AMOUNT:	CONTRACT DATE:	ANTICIPATED COMPLETION DATE:
------------------	--------	---------------------	-------------------	---------------------------------

---

---

---

---

10. List any bids for which awards are pending:

---

---

11. Have any time extensions for projects awarded to you in the last 5 years ever been necessary?  
If so, explain:

---

---

12. Has the Bidder ever failed to complete work awarded or been terminated on a project offer award prior to completion; If so, provide detail and relevant data:

13. Have any financial or other penalties ever been imposed? If so, please explain:

---

14. Has the Bidder ever filed or had filed against it suits, claims or any other type of a project awarded or under contract within the last 5 years; if so, list prior or pending suits and provide details and relevant dates:

---

---

---

15. Attach a narrative of the plant and equipment available to properly and expeditiously perform the work.

Rev. 8/30/16

16. Name of Bonding and Insurance Companies and Name, Telephone and Address of Agents:

\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes the \_\_\_\_\_ or its agents or representatives to request information from any person, firm, or corporation to furnish any information required by the \_\_\_\_\_ in verification of the previous recitals comprising this Statement of Bidder's Construction Qualification/Experience.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARIZATION: State of \_\_\_\_\_ County of \_\_\_\_\_  
\_\_\_\_\_

M \_\_\_\_\_ being fully sworn deposes and says that he (she) is the \_\_\_\_\_ of \_\_\_\_\_ Contractor (s), and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Notary Public: \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

## **SECTION 003119 - EXISTING CONDITION INFORMATION**

### **1.1 EXISTING CONDITION INFORMATION**

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner.
- C. Related Requirements:
  - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
  - 2. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

**END OF DOCUMENT 003119**

## **SECTION 003143 - PERMIT APPLICATION**

### **1.1 PERMIT APPLICATION INFORMATION**

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete building permit application and file with authorities having jurisdiction within five days of the Notice to Proceed.

**END OF DOCUMENT 003143**

## SECTION 006000 - FORMS

### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."
  - 2. The General Conditions are included in the Project Manual & incorporated by reference.
  - 3. The Supplementary Conditions for Project are incorporated into a modified copy of the General Conditions included in the Project Manual.

### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
  - 2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
  - 1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
  - 2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  - 3. Change Order Form: AIA Document G701, "Change Order."
  - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  - 5. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:

Stem Village Energy Improvements  
Trumbull, Ct

Wiles+Architects

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

**END OF DOCUMENT 006000**

# DRAFT AIA® Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place  
of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

«Trumbull Housing Authority», Non-Profit  
«200 Hedgehog Circle  
Trumbull, Ct 06611»

BOND AMOUNT: \$ « »

**PROJECT:**

(Name, location or address, and Project number, if any)

«Stern Village Energy Improvement Project»  
« »  
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

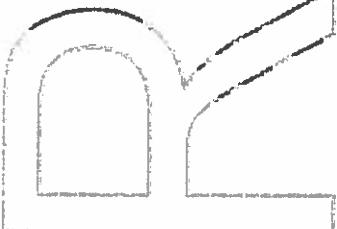
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



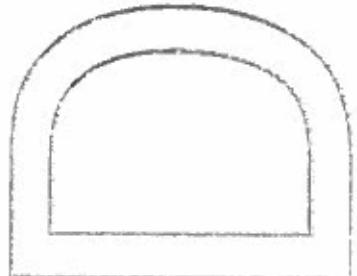
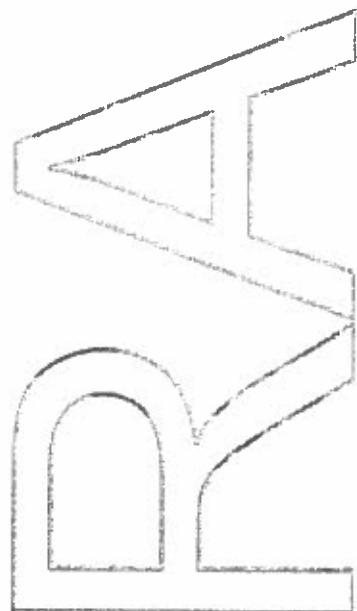
**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this « » day of « », « »

*(Witness)*

*(Witness)*

« »	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
« »		
<i>(Title)</i>	<input type="text"/>	
« »	<i>(Surety)</i>	<i>(Seal)</i>
« »	<i>(Title)</i>	<input type="text"/>
	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	



# DRAFT AIA® Document A312™ - 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

(Name, legal status and address)

«Trumbull Housing Authority», Non-Profit  
«200 Hedgehog Circle  
Trumbull, Ct 06611»

### CONSTRUCTION CONTRACT

Date: «January 01, 2017»

Amount: \$ « »

### Description:

(Name and location)

«Stern Village Energy Improvement Project»

« »

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

«Harriet Polansky»

«200 Hedgehog Circle»

Trumbull, Ct 06611»

« »

« »

« »

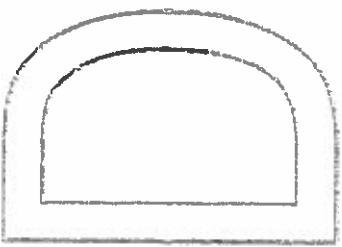
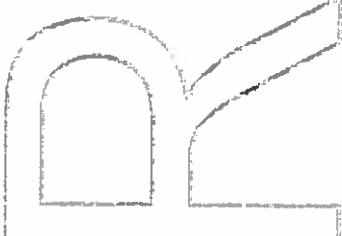
«Email Address:

harriet@sternvillage.com»

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

**SURETY**

Company:

(Corporate Seal)

Signature:

Name and Title: « »

Address: « »

Signature:

Name and Title: « »

Address: « »

# DRAFT AIA® Document A312™ - 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

«Trumbull Housing Authority», Non-Profit  
«200 Hedgehog Circle  
Trumbull, Ct 06611»

**CONSTRUCTION CONTRACT**

Date: «January 01, 2017»

Amount: \$ « »

**Description:**

(Name and location)

«Stern Village Energy Improvement Project»

« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »  
« »  
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

«Harriet Polansky»  
«200 Hedgehog Circle  
Trumbull, Ct 06611»

« »  
« »  
« »

«Email Address:  
harriet@sternvillage.com»

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and, with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature:

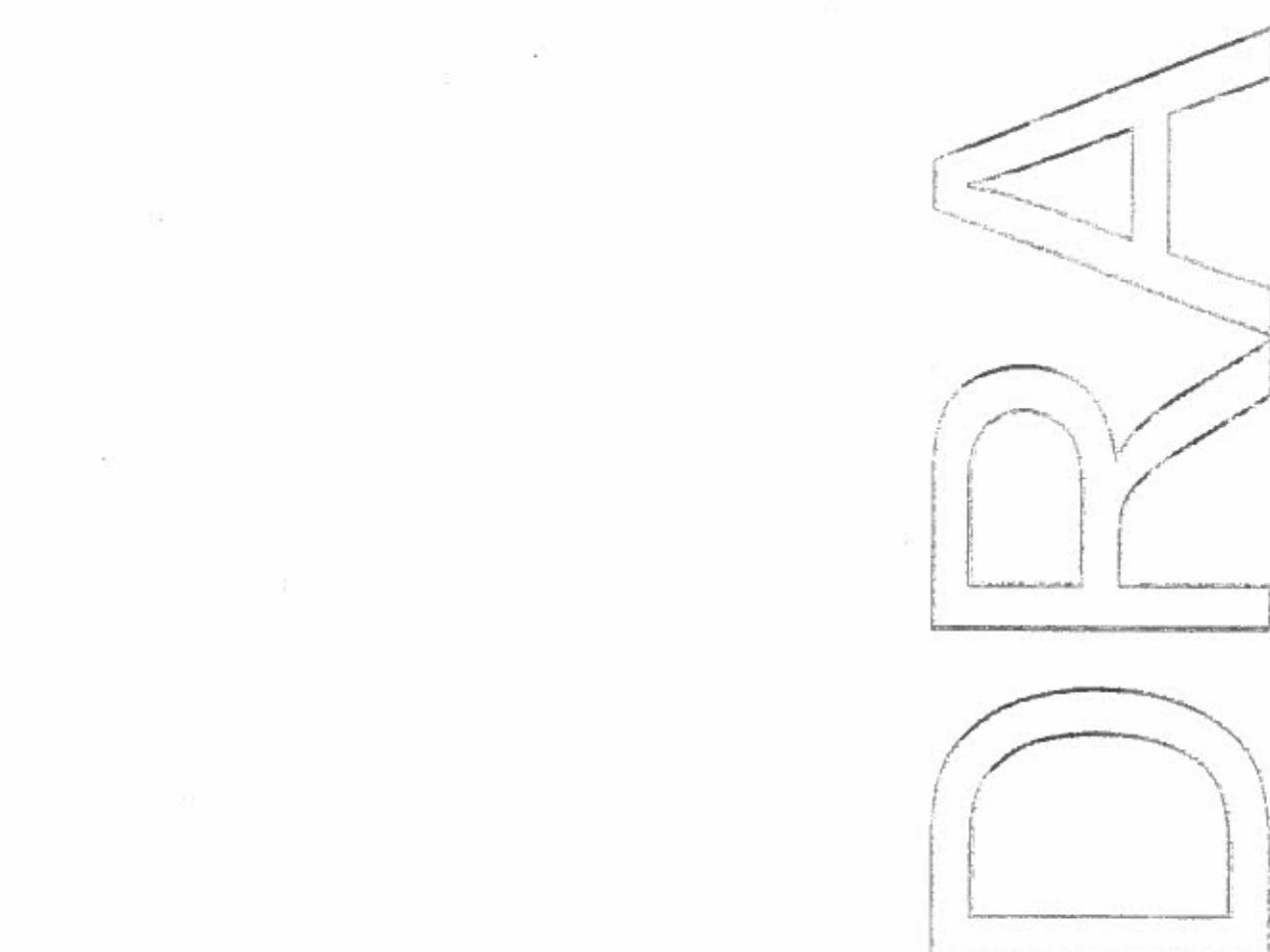
Name and Title: « »

Address: « »

Signature:

Name and Title: « »

Address: « »



# DRAFT AIA® Document A101™ - 2007

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

AGREEMENT made as of the **«First»** day of **«January»** in the year **«Two Thousand Seventeen»**

*(In words, indicate day, month and year.)*

BETWEEN the Owner:

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

«THA Board of Commissioners»»

« »  
« »  
« »

and the Contractor:

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

« »« »  
« »  
« »  
« »

for the following Project:

*(Name, location and detailed description)*

«Stern Village Energy Improvement Project»

« »  
« Energy Improvement Project includes installation of new Heat Pumps in all Living Units.»

The Architect:

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

«Wiles Architects, LLC»», Limited Liability Company  
«155 Brooklawn Ave  
Bridgeport, Ct 06604»  
«Telephone Number: 203-366-6003»  
«Fax Number: 203-384-1751»

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An **Additions and Deletions Report** that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

~~AIA Document A201™-2007, General Conditions of the Contract for Construction is adopted in this document by reference. Do not use with other general conditions unless this document is modified.~~

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( « » ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

**Portion of Work****Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« »

**ARTICLE 4 CONTRACT SUM**

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 4.3 Unit prices, if any:

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

**Item****Units and Limitations****Price Per Unit (\$0.00)**

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

**Item****Price****ARTICLE 5 PAYMENTS****§ 5.1 PROGRESS PAYMENTS**

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor 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 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.)*

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent ( « » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent ( « » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

« »

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

## § 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

« »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision-Maker.

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

« »  
« »  
« »  
« »

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other (Specify)

« »

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

« » % « »

#### § 8.3 The Owner's representative:

*(Name, address and other information)*

« Jan Kopchik »  
« »  
« »  
« »  
« »  
« »

#### § 8.4 The Contractor's representative:

*(Name, address and other information)*

« »  
« »  
« »  
« »

« »  
« »

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

§ 8.6 Other provisions:

« »

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

« »

Number	Title	Date	Pages

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

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

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract.)*

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

«Jan Kopchik», Chairperson  
(Printed name and title)

CONTRACTOR (Signature)

« »  
(Printed name and title)

# DRAFT AIA Document G704™ - 2000

## Certificate of Substantial Completion

PROJECT:  
(Name and address)  
Stern Village Energy Improvement  
Project

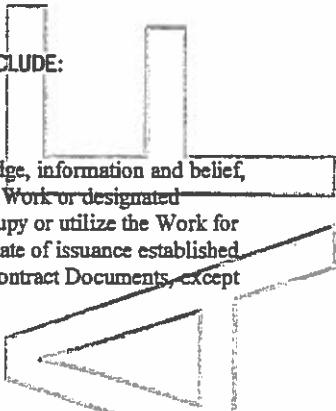
PROJECT NUMBER: /  
CONTRACT FOR: Energy Improvements  
CONTRACT DATE: January 01, 2017

TO OWNER:  
(Name and address)  
Trumbull Housing Authority  
200 Hedgehog Circle  
Trumbull, Ct 06611

TO CONTRACTOR:  
(Name and address)

OWNER: <input type="checkbox"/>
ARCHITECT: <input type="checkbox"/>
CONTRACTOR: <input type="checkbox"/>
FIELD: <input type="checkbox"/>
OTHER: <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:



The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Warranty

Date of Commencement

Wiles Architects, LLC

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (date).

Trumbull Housing Authority

OWNER

BY

DATE

(time) on

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

# DRAFT AIA Document G706™ - 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)  
Stern Village Energy Improvement  
Project

ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)  
Trumbull Housing Authority  
200 Hedgehog Circle  
Trumbull, Ct 06611

CONTRACT FOR: Energy Improvements  
CONTRACT DATED: January 01, 2017

OWNER:	<input type="checkbox"/>
ARCHITECT:	<input type="checkbox"/>
CONTRACTOR:	<input type="checkbox"/>
SURETY:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

# DRAFT AIA Document G707™ - 1994

## Consent Of Surety to Final Payment

PROJECT: (Name and address)  
Stern Village Energy Improvement Project

ARCHITECT'S PROJECT NUMBER:

OWNER:

TO OWNER: (Name and address)  
Trumbull Housing Authority  
200 Hedgehog Circle  
Trumbull, Ct 06611

CONTRACT FOR: Energy Improvements

ARCHITECT:

CONTRACT DATED: January 01, 2017

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

on bond of  
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
(Insert name and address of Owner)

Trumbull Housing Authority  
200 Hedgehog Circle, Trumbull, Ct 06611

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:  
(Seal):

Rev. 8/30/16

## **Section IV**

### **AIA-General Conditions-201-2007**

### **General Conditions-Supplemental**

**HUD -Labor Standards  
Compliance Requirements for Self-  
employed Laborers/Mechanics –  
Working Subcontractors**

# DRAFT AIA® Document A201™ - 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Stern Village Energy Improvement Project»

« »

THE OWNER:

(Name, legal status and address)

«Trumbull Housing Authority», Non-Profit»

«200 Hedgehog Circle»

Trumbull, Ct 06611»

THE ARCHITECT:

(Name, legal status and address)

«Wiles Architects, LLC», Limited Liability Company»

«155 Brooklawn Ave»

Bridgeport, Ct 06604»

### TABLE OF ARTICLES

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

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

3.16, 6.2.1, 12.1

### Accident Prevention

10

### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

### Addenda

1.1.1, 3.11

### Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.5

### Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5

### Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.13

### Allowances

3.8, 7.3.8

### All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

### Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, 15.4

### ARCHITECT

4

### Architect, Definition of

4.1.1

### Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

### Architect, Limitations of Authority and

### Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

### Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

### Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.5.2, 15.2, 15.3

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,

15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

5.2

### Basic Definitions

1.1

### Bidding Requirements

1.1.1, 5.2.1, 11.4.1

### Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,

15.3.2, 15.4.1

### Boiler and Machinery Insurance

11.3.2

### Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

**Building Permit**  
 3.7.1  
**Capitalization**  
 1.3  
**Certificate of Substantial Completion**  
 9.8.3, 9.8.4, 9.8.5  
**Certificates for Payment**  
 4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3  
**Certificates of Inspection, Testing or Approval**  
 13.5.4  
**Certificates of Insurance**  
 9.10.2, 11.1.3  
**Change Orders**  
 1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3  
**Change Orders, Definition of**  
 7.2.1  
**CHANGES IN THE WORK**  
 2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9  
**Claims, Definition of**  
 15.1.1  
**CLAIMS AND DISPUTES**  
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4  
**Claims and Timely Assertion of Claims**  
 15.4.1  
**Claims for Additional Cost**  
 3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4  
**Claims for Additional Time**  
 3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5  
**Concealed or Unknown Conditions, Claims for**  
 3.7.4  
**Claims for Damages**  
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6  
**Claims Subject to Arbitration**  
 15.3.1, 15.4.1  
**Cleaning Up**  
 3.15, 6.3  
**Commencement of the Work, Conditions Relating to**  
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4  
**Commencement of the Work, Definition of**  
 8.1.2  
**Communications Facilitating Contract**  
**Administration**  
 3.9.1, 4.2.4  
**Completion, Conditions Relating to**  
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2  
**COMPLETION, PAYMENTS AND**  
 9

**Completion, Substantial**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

**Compliance with Laws**  
 1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

**Concealed or Unknown Conditions**

3.7.4, 4.2.8, 8.3.1, 10.3

**Conditions of the Contract**

1.1.1, 6.1.1, 6.1.4

**Consent, Written**

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

**Consolidation or Joinder**

15.4.4

**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, 6

**Construction Change Directive, Definition of**  
 7.3.1

**Construction Change Directives**

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

**Construction Schedules, Contractor's**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contingent Assignment of Subcontracts**

5.4, 14.2.2.2

**Continuing Contract Performance**

15.1.3

**Contract, Definition of**

1.1.2

**CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

**Contract Administration**

3.1.3, 4, 9.4, 9.5

**Contract Award and Execution, Conditions Relating to**

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

**Contract Documents, Copies Furnished and Use of**  
 1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**

1.1.1

**Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

**Contract Sum, Definition of**

9.1

**Contract Time**

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

**Contract Time, Definition of**

8.1.1

**CONTRACTOR**

3

**Contractor, Definition of**  
**3.1, 6.1.2**  
**Contractor's Construction Schedules**  
**3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2**  
**Contractor's Employees**  
**3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1**  
**Contractor's Liability Insurance**  
**11.1**  
**Contractor's Relationship with Separate Contractors and Owner's Forces**  
**3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4**  
**Contractor's Relationship with Subcontractors**  
**1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8**  
**Contractor's Relationship with the Architect**  
**1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1**  
**Contractor's Representations**  
**3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2**  
**Contractor's Responsibility for Those Performing the Work**  
**3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8**  
**Contractor's Review of Contract Documents**  
**3.2**  
**Contractor's Right to Stop the Work**  
**9.7**  
**Contractor's Right to Terminate the Contract**  
**14.1, 15.1.6**  
**Contractor's Submittals**  
**3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2**  
**Contractor's Superintendent**  
**3.9, 10.2.6**  
**Contractor's Supervision and Construction Procedures**  
**1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3**  
**Contractual Liability Insurance**  
**11.1.1.8, 11.2**  
**Coordination and Correlation**  
**1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1**  
**Copies Furnished of Drawings and Specifications**  
**1.5, 2.2.5, 3.11**  
**Copyrights**  
**1.5, 3.17**  
**Correction of Work**  
**2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2**  
**Correlation and Intent of the Contract Documents**  
**1.2**  
**Cost, Definition of**  
**7.3.7**  
**Costs**  
**2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14**

**Cutting and Patching**  
**3.14, 6.2.5**  
**Damage to Construction of Owner or Separate Contractors**  
**3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4**  
**Damage to the Work**  
**3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4**  
**Damages, Claims for**  
**3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6**  
**Damages for Delay**  
**6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2**  
**Date of Commencement of the Work, Definition of**  
**8.1.2**  
**Date of Substantial Completion, Definition of**  
**8.1.3**  
**Day, Definition of**  
**8.1.4**  
**Decisions of the Architect**  
**3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2**  
**Decisions to Withhold Certification**  
**9.4.1, 9.5, 9.7, 14.1.1.3**  
**Defective or Nonconforming Work, Acceptance, Rejection and Correction of**  
**2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1**  
**Definitions**  
**1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1**  
**Delays and Extensions of Time**  
**3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5**  
**Disputes**  
**6.3, 7.3.9, 15.1, 15.2**  
**Documents and Samples at the Site**  
**3.11**  
**Drawings, Definition of**  
**1.1.5**  
**Drawings and Specifications, Use and Ownership of**  
**3.11**  
**Effective Date of Insurance**  
**8.2.2, 11.1.2**  
**Emergencies**  
**10.4, 14.1.1.2, 15.1.4**  
**Employees, Contractor's**  
**3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1**  
**Equipment, Labor, Materials or**  
**1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2**  
**Execution and Progress of the Work**  
**1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3**

**Extensions of Time**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
**Faulty Work**  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3  
**Financial Arrangements, Owner's**  
2.2.1, 13.2.2, 14.1.1.4  
**Fire and Extended Coverage Insurance**  
11.3.1.1  
**GENERAL PROVISIONS**  
1  
**Governing Law**  
13.1  
**Guarantees (See Warranty)**  
**Hazardous Materials**  
10.2.4, 10.3  
**Identification of Subcontractors and Suppliers**  
5.2.1  
**Indemnification**  
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7  
**Information and Services Required of the Owner**  
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
15.2  
**Initial Decision Maker, Definition of**  
1.1.8  
**Initial Decision Maker, Decisions**  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
**Initial Decision Maker, Extent of Authority**  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
**Injury or Damage to Person or Property**  
10.2.8, 10.4  
**Inspections**  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5  
**Instructions to Bidders**  
1.1.1  
**Instructions to the Contractor**  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2  
**Instruments of Service, Definition of**  
1.1.7  
**Insurance**  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
11.3.2  
**Insurance, Contractor's Liability**  
11.1  
**Insurance, Effective Date of**  
8.2.2, 11.1.2

**Insurance, Loss of Use**  
11.3.3  
**Insurance, Owner's Liability**  
11.2  
**Insurance, Property**  
10.2.5, 11.3  
**Insurance, Stored Materials**  
9.3.2  
**INSURANCE AND BONDS**  
11  
**Insurance Companies, Consent to Partial Occupancy**  
9.9.1  
**Intent of the Contract Documents**  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
13.6  
**Interpretation**  
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
**Interpretations, Written**  
4.2.11, 4.2.12, 15.1.4  
**Judgment on Final Award**  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
**Labor Disputes**  
8.3.1  
**Laws and Regulations**  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4  
**Liens**  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
**Limitations, Statutes of**  
12.2.5, 13.7, 15.4.1.1  
**Limitations of Liability**  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
**Limitations of Time**  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
11.3.3  
**Material Suppliers**  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5  
**Materials, Hazardous**  
10.2.4, 10.3  
**Materials, Labor, Equipment and**  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
**Means, Methods, Techniques, Sequences and**  
**Procedures of Construction**  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien	Owner's Relationship with Subcontractors
2.1.2, 15.2.8	1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Mediation	Owner's Right to Carry Out the Work
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,	2.4, 14.2.2
15.4.1	Owner's Right to Clean Up
Minor Changes in the Work	6.3
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4	Owner's Right to Perform Construction and to
MISCELLANEOUS PROVISIONS	Award Separate Contracts
13	6.1
Modifications, Definition of	Owner's Right to Stop the Work
1.1.1	2.3
Modifications to the Contract	Owner's Right to Suspend the Work
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,	14.3
10.3.2, 11.3.1	Owner's Right to Terminate the Contract
Mutual Responsibility	14.2
6.2	Ownership and Use of Drawings, Specifications
Nonconforming Work, Acceptance of	and Other Instruments of Service
9.6.6, 9.9.3, 12.3	1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,
Nonconforming Work, Rejection and Correction of	5.3
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,	Partial Occupancy or Use
12.2.1	9.6.6, 9.9, 11.3.1.5
Notice	Patching, Cutting and
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,	3.14, 6.2.5
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,	Patents
14.1, 14.2, 15.2.8, 15.4.1	3.17
Notice, Written	Payment, Applications for
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,	4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8,	14.2.3, 14.2.4, 14.4.3
15.4.1	Payment, Certificates for
Notice of Claims	4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
3.7.4, 10.2.8, 15.1.2, 15.4	9.10.3, 13.7, 14.1.1.3, 14.2.4
Notice of Testing and Inspections	Payment, Failure of
13.5.1, 13.5.2	9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Observations, Contractor's	Payment, Final
3.2, 3.7.4	4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,
Occupancy	13.7, 14.2.4, 14.4.3
2.2.2, 9.6.6, 9.8, 11.3.1.5	Payment Bond, Performance Bond and
Orders, Written	7.3.7.4, 9.6.7, 9.10.3, 11.4
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,	Payments, Progress
13.5.2, 14.3.1	9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
OWNER	PAYMENTS AND COMPLETION
2	9
Owner, Definition of	Payments to Subcontractors
2.1.1	5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
Owner, Information and Services Required of the	PCB
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,	10.3.1
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,	Performance Bond and Payment Bond
13.5.2, 14.1.1.4, 14.1.4, 15.1.3	7.3.7.4, 9.6.7, 9.10.3, 11.4
Owner's Authority	Permits, Fees, Notices and Compliance with Laws
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,	2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,	PERSONS AND PROPERTY, PROTECTION
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,	OF
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,	10
13.2.2, 14.3, 14.4, 15.2.7	Polychlorinated Biphenyl
Owner's Financial Capability	10.3.1
2.2.1, 13.2.2, 14.1.1.4	Product Data, Definition of
Owner's Liability Insurance	3.12.2
11.2	

**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7  
**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3  
**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3  
**Project, Definition of**  
1.1.4  
**Project Representatives**  
4.2.10  
**Property Insurance**  
10.2.5, 11.3  
**PROTECTION OF PERSONS AND PROPERTY**  
10  
**Regulations and Laws**  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4  
**Rejection of Work**  
3.5, 4.2.6, 12.2.1  
**Releases and Waivers of Liens**  
9.10.2  
**Representations**  
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1  
**Representatives**  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1  
**Responsibility for Those Performing the Work**  
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
**Retainage**  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field Conditions by Contractor**  
3.2, 3.12.7, 6.1.3  
**Review of Contractor's Submittals by Owner and Architect**  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
**Review of Shop Drawings, Product Data and Samples by Contractor**  
3.12  
**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4  
**Royalties, Patents and Copyrights**  
3.17  
**Rules and Notices for Arbitration**  
15.4.1  
**Safety of Persons and Property**  
10.2, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
3.12.3  
**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**  
3.11  
**Schedule of Values**  
9.2, 9.3.1  
**Schedules, Construction**  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
**Separate Contracts and Contractors**  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Shop Drawings, Definition of**  
3.12.1  
**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7  
**Site, Use of**  
3.13, 6.1.1, 6.2.1  
**Site Inspections**  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5  
**Site Visits, Architect's**  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5  
**Special Inspections and Testing**  
4.2.6, 12.2.1, 13.5  
**Specifications, Definition of**  
1.1.6  
**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14  
**Statute of Limitations**  
13.7, 15.4.1.1  
**Stopping the Work**  
2.3, 9.7, 10.3, 14.1  
**Stored Materials**  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
5.1.1  
**SUBCONTRACTORS**  
5  
**Subcontractors, Work by**  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7  
**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
**Submittals**  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.5, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
**Submittal Schedule**  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, 11.3.7  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7  
**Substantial Completion, Definition of**  
9.8.1  
**Substitution of Subcontractors**  
5.2.3, 5.2.4  
**Substitution of Architect**  
4.1.3  
**Substitutions of Materials**  
3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**  
 5.1.2  
**Subsurface Conditions**  
 3.7.4  
**Successors and Assigns**  
 13.2  
**Superintendent**  
 3.9, 10.2.6  
**Supervision and Construction Procedures**  
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
**Surety**  
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
**Surety, Consent of**  
 9.10.2, 9.10.3  
**Surveys**  
 2.2.3  
**Suspension by the Owner for Convenience**  
 14.3  
**Suspension of the Work**  
 5.4.2, 14.3  
**Suspension or Termination of the Contract**  
 5.4.1.1, 14  
**Taxes**  
 3.6, 3.8.2.1, 7.3.7.4  
**Termination by the Contractor**  
 14.1, 15.1.6  
**Termination by the Owner for Cause**  
 5.4.1.1, 14.2, 15.1.6  
**Termination by the Owner for Convenience**  
 14.4  
**Termination of the Architect**  
 4.1.3  
**Termination of the Contractor**  
 14.2.2  
**TERMINATION OR SUSPENSION OF THE CONTRACT**  
 14  
**Tests and Inspections**  
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,  
 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5  
**TIME**  
 8  
**Time, Delays and Extensions of**  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5  
**Time Limits**  
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,  
 13.7, 14, 15.1.2, 15.4

**Time Limits on Claims**  
 3.7.4, 10.2.8, 13.7, 15.1.2  
**Title to Work**  
 9.3.2, 9.3.3  
**Transmission of Data in Digital Form**  
 1.6  
**UNCOVERING AND CORRECTION OF WORK**  
 12  
**Uncovering of Work**  
 12.1  
**Unforeseen Conditions, Concealed or Unknown**  
 3.7.4, 8.3.1, 10.3  
**Unit Prices**  
 7.3.3.2, 7.3.4  
**Use of Documents**  
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
 3.13, 6.1.1, 6.2.1  
**Values, Schedule of**  
 9.2, 9.3.1  
**Waiver of Claims by the Architect**  
 13.4.2  
**Waiver of Claims by the Contractor**  
 9.10.5, 13.4.2, 15.1.6  
**Waiver of Claims by the Owner**  
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
**Waiver of Consequential Damages**  
 14.2.4, 15.1.6  
**Waiver of Liens**  
 9.10.2, 9.10.4  
**Waivers of Subrogation**  
 6.1.1, 11.3.7  
**Warranty**  
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7  
**Weather Delays**  
 15.1.5.2  
**Work, Definition of**  
 1.1.3  
**Written Consent**  
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2  
**Written Interpretations**  
 4.2.11, 4.2.12  
**Written Notice**  
 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,  
 15.4.1  
**Written Orders**  
 1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
 15.1.2

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

## § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

#### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

### ARTICLE 2 OWNER

#### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

#### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements 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 2.2.3, 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.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If 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 make 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 as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 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.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2 Unless otherwise provided in the Contract Documents,**

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.**

**§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

#### § 3.13 USE OF SITE

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

#### § 3.14 CUTTING AND PATCHING

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

#### § 3.15 CLEANING UP

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

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

#### § 3.16 ACCESS TO WORK

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

#### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

#### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and 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 be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these 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.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and 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 or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material 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, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 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 not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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; or
- .3 terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall 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 owners and users of adjacent sites and utilities.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

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

### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 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 on the date of execution of the Contract.

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

## § 12.2 CORRECTION OF WORK

### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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

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

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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.

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve 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 to authorize retention of such persons at the Owner'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 days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum 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 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as 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. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 15.4.4 CONSOLIDATION OR JOINDER**

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

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 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 the Owner and Contractor under this Agreement.

Supplemental  
**GENERAL CONDITIONS**

**1. DEFINITIONS:**

The following terms as used in this document are specifically defined as follows:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means either Trumbull Housing Authority or their authorized representative.
- D. **Municipality** means the Town of Trumbull or the person employed by the Town of Trumbull.
- E. **Project Manager** means the person employed by the Owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager, and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Project Manager. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the Project Manager, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.
- F. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- G. **Apprentice** means: 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- H. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- I. **Covered Area** means the geographical area described in the solicitation from which this contract resulted.
- J. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- K. **Employer Identification Number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- L. **Minority** includes:
  - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin).

Rev. 8/30/16

2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
4. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

**2. REQUIRED PROVISIONS DEEMED INSERTED:**

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted, or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

**3. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:**

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

**4. REPORTS, RECORDS AND DATA:**

It is imperative that the contractor keep records and submit reports in strict accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the contractor is unclear or incomplete, the Municipality may request that the records/reports be re-submitted.

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, daily construction work logs and other data as the owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain for each employee, their name, address, correct classification, rate(s) of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit original weekly certified payrolls to L. Wagner & Associates until project completion. The payroll shall be accompanied by a Federal Statement of Compliance form as well as the State Fringe Benefits Explanation form, signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of the Certified payrolls of all subcontractors (all tiers). The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, State of CT Department of Housing and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

**A. PAYROLLS AND BASIC RECORDS.** Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and the last 4 digits of the social security number of each person/worker and applicable section (A/B);
2. His or her correct work classification(s); Trade license type and number, and OSHA 10 Certification Number;
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;
6. Evidence pertaining to any costs listed in the "other" deduction column;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.
8. Evidence that each worker has completed the required 10 hour federal OSHA safety & health course.

**B. CERTIFIED PAYROLL REPORTS.** Certified weekly payroll reports (CPR's) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. The principal contract is responsible for making any Subcontractor aware of these State & Federal requirements. All CPR's and any related records are

submitted to the Owner's Agent/LCA – local contracting agency (L. Wagner & Associates) through the principal contractor.

1. **CPR Format**. CPR information may be submitted in any form provided that the LCA can reasonable interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. L. Wagner & Associates shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.
2. **Filing of Certified Payroll/Failure to File Certified Payroll**. An employer subject to the prevailing wage law must file the weekly certified payroll weekly with the contracting agency by mail, first class prepaid. CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week. Failure to file a certified payroll pursuant to subdivision (2) of section 31-53(f) is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.
3. **CPR Preparation**. CPRs for each employer shall be numbered sequentially beginning with "1." The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
  - a. **Employee Information**. The first payroll on which each employee appears shall contain the employee's name, address and Section. The last four digits of the Social Security Numbers shall be provided one time on company letterhead, as this is a Federal requirement and are not permissible on the State of CT Department of Labor Certified Payroll Report forms.
  - b. **Apprentices or Trainees**. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices' or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears
  - c. **OSHA Safety and Health Certification**. Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. Contractors must provide proof of completion by attaching a copy of each certification card with the first certified payroll in which such mechanic, laborer, or worker performed work.
  - d. **Split Classifications**. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

- e. **Hours Worked at Other Job Sites.** The CPR's should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases the employer should list the employee's name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
4. **"No Work" Payrolls.** Employers are not required to submit CPR's for weeks during which no work was performed on the site of the work *provided* that the CPR's are number sequentially or that the employer has provided written notice that its work on the project has been suspended, or otherwise instructed by the LCA (L. Wagner & Associates ).
5. **Weekly Payroll Certification.** Each weekly payroll shall be accompanied by a Federal "Statement of Compliance" form as well as a State Fringe Benefits Explanation form, or as determined by LCA. The Statements of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
  - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete;
  - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3;
  - c. That any mechanic, laborer, or worker employed during the contract period has completed the 10 OSHA course and has provided proof of completion.
  - d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
6. **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

##### 5. OTHER PROHIBITED INTERESTS:

No official of the owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the owner who is authorized in a capacity to exercise any legislative,

Rev. 8/30/16

executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

**6. NO CONFLICT**

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

**7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:**

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.]

**8. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:**

The contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- A. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor;
- B. Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- C. In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- D. It will comply with all the requirements of Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- E. It will promptly notify the Municipality of the receipt of any notice from the Director of the Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of the contract is under consideration for listing on the EPA list of Violating Facilities;
- F. It will include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR. Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- G. In the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the

exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Municipality, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

**9. USE OF LEAD-BASED PAINTS:**

If the work under this contract involves construction or rehabilitation of residential structures, or other structures in which children congregate, the contractor shall comply with the Lead-Based Poisoning Prevention Act (see 42 U.S.C. 4831). The contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in "A" & "B" below. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total non-volatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

- A. For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five tenths of one percent (0.5%) lead by weight
- B. For paint manufactured after June 22, 1977, paint may not contain lead in excess of six one-hundredths of one percent (0.06%) lead by weight

As a condition of receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

**10. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:**

In the event that any of the provisions of these general conditions are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and his surety of its intention to terminate the contract, such notices to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangements or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice upon the surety and the contractor. The surety shall have the right to take over and perform the contract; provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the owner may take over the work and prosecute the same to completion by contract or by force account for the amount and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned by the owner. In such event, the owner may take possession of and utilize in completing the work, any materials, appliances, and plant as may be on the site of the work and necessary therefore.

**11. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:**

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provision of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

**12. CONTRACT AND CONTRACT DOCUMENTS:**

The plans, specifications and addenda form part of the contract, and the provisions thereof are as binding upon the contracting parties as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

**13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

It is hereby understood and mutually agreed by and between the contractor and the owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor agrees, as a part consideration for the awarding of this contract, to pay to the owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain and said amount shall be retained from time to time by the owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A. to any preference, priority or allocation order duly issued by the government;

- B. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

**14. PROJECT MANAGER'S AUTHORITY:**

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the project manager.

**15. NOTICE AND SERVICE THEREOF:**

Any notice from the owner to any contractor regarding any part of this contract shall be in writing and considered delivered and the service thereof completed when the notice is posted by certified or registered mail to the contractor at his last given address, or delivered in person to the contractor or his authorized representative on the work site.

**16. SUSPENSION OF WORK:**

Should the owner be prevented from proceeding with the work or from authorizing its prosecution by reason of any litigation, the contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the owner may determine will compensate for time lost by the delay. Determination will be sent in writing from the owner to the contractor.

**17. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

The contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the project manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the project manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

**18. SHOP OR SETTING DRAWINGS:**

The contractor shall submit promptly to the project manager two copies of each shop or setting drawing prepared in accordance with the above, predetermined schedule. After examination of such drawings by the project manager, and the return thereof, the contractor shall make such corrections to the drawings as have been indicated and shall furnish the project manager with two corrected copies. Regardless of corrections made in, or approval given to, such drawings by the project manager, the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the project manager, in writing, of any deviations at the time he furnishes such drawings.

**19. MATERIALS, SERVICES AND FACILITIES:**

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

**The owner will not pay for any materials stored on or off site and will not be responsible for any late fees, or additional fee's incurred from any suppliers/vendors.**

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the owner.

**20. CONTRACTOR'S TITLE TO MATERIAL:**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

**21. INSPECTION AND TESTING OF MATERIALS:**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the contractor as part of his obligation. The owner reserves the right to approve/disapprove the firm(s) selected to perform any and all tests/inspections and to be given a copy of any reports thus generated.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

**22. "OR EQUAL" CLAUSE:**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the project manager, of equal substance and function. It shall not be installed by the contractor without the project manager's written approval.

**23. CONTRACTOR'S OBLIGATIONS:**

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the project manager as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the project manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The owner will not allow additional costs for Labor rate increase during the course of the project.

**24. SEPARATE CONTRACTS:**

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

**25. SUBCONTRACTING:**

The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award any work to any subcontractor without the approval of the owner. Approval will not be given until the contractor submits to the owner a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

The contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

The Prime Contractor shall make any Subcontractor aware of the Sole-Proprietor Federal reporting requirements (attached to these conditions).

The contractor shall insert these same general and supplemental conditions in any subcontract he awards.

**26. MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

**27. SUPERINTENDENCE BY CONTRACTOR:**

At the site of the work, the contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the architect/engineer and to the owner.

**28. CORRECTION OF WORK:**

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the project manager at all times. Should they fail to meet his approval, they shall be reconstructed, made good, replaced and/or corrected by the contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the project manager, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation paid to the contractor shall be reduced by an equitable amount established by the project manager.

Should the contractor encounter subsurface and/or latent conditions at the site which differs materially from those shown on the plans or indicated in the specifications, he shall immediately notify the project manager of the condition prior to its disturbance. The project manager will promptly investigate the condition and make the required changes in the plans and specifications. Any change to the contract cost will be determined in accordance with paragraph 37.

**29. PROTECTION OF WORK AND PROPERTY - EMERGENCY:**

The contractor shall, at all times, protect the owner's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work, and that of adjacent property, from damage. The contractor shall replace or make good any such damage, loss or injury unless it was caused directly by errors contained in the contract or by the owner, or the owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the contractor will be allowed to act, without previous instructions from the project manager immediately thereafter. Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the project manager for approval.

Where the contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the project manager.

The amount of reimbursement paid to the contractor on account of any emergency action shall be determined by the project manager and owner based on their review of submitted documentation of actual costs incurred by the contractor.

**30. CONFLICTING CONDITIONS:**

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

**31. CHANGES IN THE WORK:**

No change in the work covered by the approved contract documents shall be made without having written approval of the project manager. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods;

- A. Unit bid prices previously established and approved,
- B. An agreed lump sum with back-up data,

**32. EXTRAS:**

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

**33. ANTI-LOBBYING:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**34. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the owner an estimated construction progress schedule in form satisfactory to the owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule. The contractor shall also furnish; A) a detailed estimate (Schedule of Values)

giving a complete break-down of the contract price and B) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deduction from the contract price.

**35. QUANTITIES OF ESTIMATE:**

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

**36. PAYMENT TO THE CONTRACTOR:**

The owner shall make periodic progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure proper performance under the contract, the owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

Progress payments shall be made within 45 days of final approval by the Owner's agent (grant consultant) each month provided all terms under the contract have been satisfied.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the contractor fails to do so, then the owner may, after having served written notice on the contractor, either pay unpaid bills of which the owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

**37. LIEN WAIVERS**

The Contractor agrees with each monthly payment request, to submit lien waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.

- Submit partial lien waivers on each item for amount requested in a previous payment application.
- When an application shows completion of an item, submit final or full lien waivers.
- Owner or Owner's agent reserves the right to designate which entities involved in the work must submit lien waivers.
- Waiver Forms: Submit waivers of Lien on forms, executed in a manner acceptable to the Owner.

**38. WITHHOLDING OF PAYMENTS:**

The Owner may withhold payments necessary to pay laborers, mechanics, apprentices and trainees employed by the contractor or subcontractor on the work, the full amount of wages required by the contract or for any other reasons having to do with failure to provide compliance documentation or other material to meet DBRA requirements or other non-construction requirements of this contract. In the event of failure to pay any laborer, mechanic, apprentice or trainee employed or working on the site of the project or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Owner may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**39. ASSIGNMENTS:**

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**40. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the contractor or his subcontractors or his surety from any obligation under this contract or the bonds affixed thereto.

**41. GENERAL GUARANTY:**

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

**42. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER:**

The contractor agrees to the use and occupancy of a portion of the project by the owner before formal acceptance.

**43. USE OF PREMISES AND REMOVAL OF DEBRIS:**

The contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations on a daily basis so that the site of the work shall present a neat, orderly and workmanlike appearance at all times;
- E. To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition before final payment;
- F. To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the project manager, not to cut or otherwise alter the work of any other contractor.

**44. INDEMNIFICATION:**

The contractor and all of his subcontractors agree to defend, indemnify and hold harmless the Municipality, its Departments, agents and employees from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Municipality, resulting in connection with work services or activities under this agreement regardless of cause except that the contractor shall not be required to assume

responsibility or indemnify the Municipality of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality, its employees or agents.

The Contractor agrees that all services offered by the Municipality through L. Wagner & Associates, Inc. (hereinafter referred to as the "Consultant"), which may affect the Contractor, are offered by the Municipality and not to the contractor in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

**45. INSURANCE REQUIREMENTS:**

The contractor shall procure, and maintain in effect for the duration of this agreement, the following insurance coverages with insurers licensed or approved to conduct business in the State of Connecticut. All insurers must be satisfactory to the Municipality.

The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage and Auto Liability insurance in accordance with State law. The Contractor shall indemnify and save harmless the Owner and the Municipality under these policies, which shall list the CT Department of Housing, A.T.I.M.A., Town of Trumbull and its agents as additional insureds.

**A. Workers Compensation and Employer's Liability:**

Insuring in accordance with statutory requirements in order to meet obligations to employees in the event of injury or death sustained in the course of employment. Employer's Liability for employee suits shall not be less than one million (\$1,000,000.00) for each claim.

**Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of Town of Trumbull.**

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the Town and L. Wagner & Associates prior to any work or activity under this agreement.

## Labor Standards Compliance Requirements

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

---

Subject: Labor standards compliance requirements for self-employe laborers and mechanics (aka *Working Subcontractors*)

- I. HUD policy on prevailing wage applicability.
- II. Compliance and certification parameters.
- III. Owners of businesses working with their crews.
- IV. Owner-Operators of power equipment.
- V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

Page 2

Letter No. LR-96-01

---

### I. *HUD policy on prevailing wage applicability.*

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (NOTE: The requirement to pay weekly wages is not applicable to the payment of prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

**II. *Compliance and certification parameters.***

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

---

Page 3 Letter

No. LR-96-01

---

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their own prevailing wages EXCEPT where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly compensation divided by the

actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

Page 4

Letter No. LR-96-01

---

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

### *III. Owners of businesses working with their crew.*

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

### *IV. Owner-operators of power equipment.*

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

Page 5

Letter No. LR-96-01

---

**Note:** Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

Rev. 8/30/16

**V. Truck drivers.**

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator." Note that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions in the usual manner.

This policy *does not* pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

**Visit the Office of Labor Relations on the World Wide Web HUD Home Page**

---

**Return to OLR letters**

## **Section V**

### **Supplemental General Conditions- Continued**

#### **Federal Labor Standards Provisions – HUD Form 4010**

#### **Prevailing Wage Rates**

#### **Certified Payroll Report Form**

**SUPPLEMENTAL GENERAL CONDITIONS-CONTINUED**

**1. APPRENTICES AND TRAINEES:**

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire workforce under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2(G), or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performs. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed in accordance with a program approved by the U.S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations (CFR).

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, CFR. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

**2. MINIMUM WAGES:**

All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or the development of this project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor contained herein, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. The posted wage determination shall contain a statement showing all deductions in accordance with the provisions of this contract, to be made from wages actually earned by persons employed in each classification. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv).

The transporting of materials and supplies to or from the work site, and the manufacturing or furnishing of materials, articles, supplies, or equipment on or to the site by employees of the contractor or any subcontractor, is work to which these Federal Labor Standards Provisions apply.

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under this contract, shall be classified or reclassified conforming to the wage determination classification and a report of the action taken shall be sent by the local administering agency to the Secretary of Labor. In the event

the interested parties cannot agree on the classification or reclassification of a particular class of laborers or mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The owner shall require that whenever the minimum wage rate prescribed in the contract for a particular class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay the cash equivalent of such fringe benefit, an hourly cash equivalent thereto will be established. In the event the interested parties cannot agree upon a cash equivalent for that fringe benefit, the question and accompanying recommendation of the owner shall be referred to the Secretary of Labor for determination.

If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided however, that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

The contractor agrees to comply with Executive Order 11588 issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

**A. Complaints, Proceedings, or Testimony by Employees:**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or, in any other manner, discriminated against by the contractor or any subcontractor because the employee has filed a complaint or instituted (or caused to be instituted) any proceeding or who has testified (or is about to testify) in any proceeding under or relating to the applicable labor standards of this contract with his employer.

**B. Claims and Disputes Pertaining to Wage Rates:**

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this contract shall be promptly reported by the contractor in writing to the Town.

**C. Questions concerning certain Federal statutes and regulations:**

All questions arising under this contract which relate to the application or interpretation of any of the five following requirements shall be directed to the Town.

1. Anti-kickback Act,
2. Contract work hours and Safety Standards Act,
3. Davis-Bacon Act,
4. Secretary of Labor's regulations pertaining to 1, 2 and 3 above,
5. The labor standards provisions of any other pertinent Federal statute.

**3. OVERTIME REQUIREMENTS:**

No contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of eight hours/day or in excess of forty hours/week, as the case may be.

In the event of any violation of the above, the contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

The Municipality may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, any sums necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages.

The contractor shall insert the foregoing stipulation in all subcontracts. Furthermore, subcontractors are to include these same requirements in any lower-tier subcontracts into which they may enter.

**4. EQUAL EMPLOYMENT OPPORTUNITY:**

- A. The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed with out regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- B. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- C. The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e;
- E. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the contractor agrees and warrants that he will make good faith efforts

to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

**Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.**

- A. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- B. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
- D. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

**Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.**

“During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD (or the Commissioner of the Connecticut Department of Economic and Community Development), the contractor may request the United States to enter into such litigation to protect the interest of the United States"

**Exemptions from above Equal Employment Opportunity Clause (4)(CFR Chap. 60):**

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The contractor shall not be nor enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs

above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provisions hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Executive Order Number 3.**

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

**Executive Order Number 17.**

This contract is subject to the provision of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the Commissioner of Department of Housing or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of Department of Housing and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

**Certification of Nonsegregated Facilities** as required by 41CFR 60-1.8, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Clause:

- A. A certification of non-segregated facilities as required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

5. **COPELAND "ANTI-KICKBACK" PROVISIONS:**

The provisions of this section prescribe "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED-162, to accompany the weekly submission of payroll forms.

Anyone making and/or using a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, is subject to being fined up to \$10,000 or imprisoned for up to five years, or both (refer to 18 USC 1001-72 Stat.967).

The provisions of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs below may be made without application to and approval of the Secretary of Labor.

- A. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.
- C. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- D. Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following standards are met:
  1. The deduction is not otherwise prohibited by law.

2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
4. The deductions shall serve the convenience and interest of the employee.

E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

F. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

G. Any deductions voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.

H. Any deductions voluntarily authorized by the employee for making contributions to governmental or quasi-governmental agencies.

I. Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.

J. Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.

6. By execution of this agreement, the municipality hereby certifies that for all subgrants, contacts and subcontracts:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of

Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and

trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees

will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-

Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.**

---

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Insert State  
and  
Federal Wage Rates  
here

See

Bid 6212 - Federal wages

Bid 6212 - State prevailing wages

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

SEE REVERSE SIDE

PAGE NUMBER OF

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										WEEKLY PAYROLL											
Week-Ending Date: Contractor or Subcontractor Business Name:										GROSS PAY FOR THIS PREVAILING RATE JOB											
PERSON/WORKER ADDRESS and SECTION		WORK CLASSIFICATION		DAY AND DATE		F		S		FEDERAL STATE		TOTAL DEDUCTIONS		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		CHECK # AND NET PAY					
				S	M	T	W	TH	F			FICA	WITH- HOLDING	LIST OTHER							
		Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY										TOTAL FRINGE BENEFIT PLAN		CASH					
														Total OFF Hours		S-TIME		\$			
														Total ST Hours		Base Rate		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			
														Cash Fringe		\$		Base Rate			
														S-TIME		\$		Base Rate			
														O-TIME		\$		Base Rate			

WVYS-CR  
7/13/2009

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM #WWS-CP1)

Date \_\_\_\_\_, \_\_\_\_\_ (Name of Signatory Party) (Title) \_\_\_\_\_  
do hereby state:  
(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_  
(Building or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

EXCEPTION (CRAFT)	EXPLANATION

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
      (8) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
                   In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(C) below.

REMARKS:		
	NAME AND TITLE	SIGNATURE
		<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 41 OF THE UNITED STATES CODE.</p>

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 46 OF THE UNITED STATES CODE.

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefit provided:

1) Medical or hospital care _____	4) Disability _____
2) Pension or retirement _____	5) Vacation, Holiday _____
3) Life Insurance _____	6) other (please specify) _____

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_ (hereafter known as  
Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare funds, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA ~ The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

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

\_\_\_\_\_ (Title)

Submitted on (Date) \_\_\_\_\_

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

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

\_\_\_\_\_ (Title)

Submitted on (Date) \_\_\_\_\_

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\*

## **Section VI**

### **Contractor/Subcontractor Certification Forms**

### **Sample Daily Construction Work Logs**

### **Sample Lien Waiver**

**FORMS  
TABLE OF CONTENTS**

**To be completed by:**

**CONTRACTOR**

- 1) Non-Collusion Affidavit of Prime Bidder
- 2) Certification of Bidder Regarding Equal Employment Opportunity
- 3) Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Proposed Subcontractors Breakdown
- 5) Estimated Project Workforce Breakdown - Table B
- 6) \*\*Section 3 Compliance Forms
- 7) CT DOL, Contractors Wage Certification Form
- 8) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 9) Monthly Utilization Report
- 10) Contractor Certification Regarding OSHA

**SUBCONTRACTOR**

- 1) Non-Collusion Affidavit of Subcontractor
- 2) Certification of Proposed Subcontractor Regarding Equal Employment Opportunity
- 3) Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) \*\*Section 3 Compliance Forms (To be completed on contracts over \$100,000)
- 5) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 6) Monthly Utilization Report
- 7) Subcontractor Certification Regarding OSHA

**\*\* Section 3 Compliance material is only required if the project bid is over \$100,000 or if the total construction cost including Change Orders is expected to exceed \$100,000.**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

1. He is \_\_\_\_\_ of  
the Bidder who has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent  
circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties  
in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or  
indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with  
the Contract for which the attached Bid has been submitted or to refrain from bidding in connection  
with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or  
communication or conference with any other Bidder, firm or person to fix the price or prices in the  
attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or  
the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful  
agreement any advantage against the \_\_\_\_\_ (Owner), or any other person interested in the  
proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant.

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

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER:

### GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

### CERTIFICATION OF BIDDER

Bidders

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

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

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

1. Participation in a previous contract or subcontract:
  - A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause  Yes  No
  - B. Compliance reports were required to be filed in connection with such contract or subcontract  Yes  No
  - C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964  Yes  No
  - D. If answer to item C is "No", please explain in detail on the reverse side of this certification.
2. Dollar amount of bid: \$ \_\_\_\_\_
3. Anticipated performance period \_\_\_\_\_ days.
4. Expected total number of employees who will perform the proposed construction \_\_\_\_\_.
5. Non-segregated facilities
  - A. Notice to Prospective Federally-Assisted Construction Contractors:
    - I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
    - II. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:
  - B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

C. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

Black       Spanish American       Oriental       American Indian  
 Eskimo       Aleut       White (other than Spanish American)  
 Portuguese

Remarks:

---

---

Certification: The information above is true and complete to the best of my knowledge and belief.

---

Bidder's Name and Title of signer (please print)

---

Signature

---

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Rev. 8/30/16

**CONTRACTORS CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

---

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_ for the Construction of the above-identified project, acknowledges that:
  - a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor or such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

b) The undersigned is:

(1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Other Organization (describe) \_\_\_\_\_

Rev. 8/30/16

c) The name, title, and address of the owner, partners or officers of the undersigned are:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>

Social Security No. Or  
Federal Employer I.D. No. \_\_\_\_\_

(Contractor)

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

BY \_\_\_\_\_

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

Rev. 8/30/16

**PROPOSED SUBCONTRACTORS BREAKDOWN**  
FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_\_\_ THROUGH \_\_\_\_\_ 20\_\_\_\_  
(Duration of the CDBG-Assisted Project)

\* The Project Area is coextensive with the Municipality of \_\_\_\_\_ 's Boundaries.

**Company**

**Project Name**

---

**Project Number**

EEO Officer (Signature)

---

Date

## ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

## TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

## TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

## TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

\* Lower Income Project Area Residents. Individuals residing within the \_\_\_\_\_ whose family income does not exceed 80% of the median income in the SMSA \_\_\_\_\_

### **SECTION 3 - CONTRACTOR REQUIREMENTS**

Contractors and subcontractors, are to make their best effort to give training and employment opportunities to public housing residents, with first priority to the residents of the development for which assistance is expended. In addition, contractors and subcontractors, are to make their best effort to award contracts for covered work "to business concerns that provide economic opportunities", with first priority to residents of the public housing development concerned.

Any contract for construction funded in whole or in part by Federal Assistance in excess of \$100,000.00 is subject to the following requirements:

#### **Training and employment:**

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to Youthbuild Program participants. Contractors and their sub-contractors shall conduct their routine business in a manner which will ensure compliance with the intent of Section 3.

Effective immediately, 20% of the aggregate number of new hires occurring between July 1, 1995 and June 30, 1996; and 30% of the aggregate number of new hires occurring after July 1, 1996 must be "section 3 individuals".

#### **Section 3 businesses:**

Contractors and their sub-contractors must commit to award to Section 3 Business concerns at least 10% of the total dollar amount of all covered contracts for building trades arising in connection with housing rehabilitation, housing construction, and other public construction; and at least 3% of the total dollar amount of all other covered contracts.

All contractors and each of their sub-contractors are required to create and maintain records which clearly show their efforts to comply with these Section 3 requirements.

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3), and as such:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.

- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Further, contractors are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

**SECTION 3 PLAN**

**RECIPIENTS/DEVELOPER'S NAME**

NAME OF DEVELOPMENT	FUNDING SOURCE	FISCAL YEAR	AMOUNT

The plan will serve as the Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12. U.S.C. 170lu) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income person, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

**APPLICABILITY:** The Section 3 Plan applies to federal activities for housing and community development.

**PURPOSE:** The purpose of this Plan is to provide to the greatest extent feasible economic opportunities for low and very low-income persons in the form of training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance), and community development assistance that is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and renovation).
- (ii) Housing construction; and
- (iii) Other public construction.

**THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

These requirements apply to Housing and Community Development activities for which the amount of the assistance received from The Department of Housing exceeds \$200,000.

**NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

The goals established in this section apply to the entire amount of Section 3 covered assistance awarded in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule.

The numerical goals established in this section represents minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

- (i) 30 percent of the aggregate number of new hires/training opportunities for the one year period beginning in FY 1997 and continuing thereafter.

#### **PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES**

In providing training and employment opportunities generated from the expenditure of Section 3 activities to Section 3 residents the following order of preference will be followed:

- (i) First priority will be given to Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in HUD Youthbuild Programs.
- (iii) Third priority will be given to Homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- (iv) Other Section 3 residents.

#### **DOCUMENTATION OF SECTION 3 RESIDENT ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development.
- Evidence of eligibility for Section 8 voucher certificate or voucher.
- Evidence of eligibility for a Federally assisted program for the poor (e.g. Jobs, JTPA, Job Corps).
- Evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- Income tax records.

#### **THRESHOLD FOR CONTRACTING AND SUBCONTRACTING**

The requirements of this section apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

#### **NUMERICAL GOALS FOR CONTRACTING ACTIVITIES**

These goals apply to contract awards in the amount of \$100,000 or more in connection with a Section 3 project, and it applies to contractors and subcontractors.

The \_\_\_\_\_ commits to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

**PREFERENCE FOR SECTION 3 BUSINESS CONCERN**

The following order of preference will be followed when providing contracting opportunities to the greatest extent feasible to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to applicants selected to carry out HUD Youthbuild Programs.
- (iii) Other Section 3 Residents

Procurements/activities from this award will be conducted in a competitive manner, consistent with 24 CFR 85.36 (c) (2).

**ELIGIBILITY FOR PREFERENCES:** Business concerns requesting consideration to the above preferences may be required to submit evidence or certify, if requested; that the business concerns is a Section 3 business.

For purposes of this Plan a Section 3 business concern is defined as business that (1) is 51 percent or more owned by Section 3 residents; or (2) whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in (1) and (2) above.

**GENERAL CONTRACTOR'S SECTION 3 PLAN CERTIFICATION**

1. APPLICABLE TO \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_
2. GENERAL CONTRACTOR'S NAME \_\_\_\_\_  
\_\_\_\_\_
3. DEVELOPER'S NAME \_\_\_\_\_

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

1. \_\_\_\_\_ agree to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan developed for the following project \_\_\_\_\_.
2. \_\_\_\_\_ agree that to the greatest extent feasible vacant positions in relation to this development will be filled with Section 3 residents.
3. \_\_\_\_\_ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. \_\_\_\_\_ agree to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
5. \_\_\_\_\_ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. \_\_\_\_\_ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. \_\_\_\_\_ agrees to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 Firms.

**GOOD FAITH EFFORT**

At a minimum the following tasks must be completed to demonstrate a good faith effort with the requirement of Section 3. The contracting party and each contractor or subcontractor seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

If Federal and State dollars are combined to fund a project this plan may be replaced by an approved Section 3 Plan as mandated by the Housing and Community Development Act of 1968

We the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party of this Plan and further pledge our commitment to adhere to the objectives of the Plan.

DEVELOPER SIGNATURE/  
MUNICIPALITY SIGNATURE

DATE

TITLE

CONTRACTOR SIGNATURE

DATE

TITLE

Rev. 8/30/16

**DEVELOPER:**

**PROJECT NAME:**

**PROJECT NUMBER:**

**GENERAL CONTRACTOR:**

**SUB CONTRACTOR:**

(a) The number of employees permanently employed in your \_\_\_\_\_ area office (or other location from which the contract will be administered) are as follows:

**JOB TITLE**

**TOTAL  
EMPLOYEES**

## RACE SEX

(b) The number of employees your area office/firm intends to employ for the work covered by this contract, by EEO category or by trade are as follows:

Total number of persons needed:

**JOB TITLE**

# NEEDED

Which of the above positions will be a training position:

<b>JOB TITLE</b>	<b>EST. LENGTH OF TRAINING</b>

(c) If applicable, list construction trades you intend to use in this contract.

---

---

---

---

List type of work to be subcontracted out.

---

---

---

---

### SECTION 3 CONTRACTOR CERTIFICATION

Project Name: \_\_\_\_\_

Developer's Name: \_\_\_\_\_

I understand that my contract with \_\_\_\_\_ (name of developer/contractor) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Plan for this project.

I certify that the firm of \_\_\_\_\_ (company's name) is not a Section 3 company.

I certify that the firm of \_\_\_\_\_ (company's name) is a bona fide section 3 company and that it meets the following definition of a Section 3 business (check one):

1. 51% or more of the ownership of this company is owned by section 3 residents, as defined by the developer of this project.
2. Currently, at least 30% of the employees of the company are section 3 residents, as defined by the developer of this project.
3. At least 30% of the employees of the company were section 3 residents, as defined by the developer of this project, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this,

---

Signature of Chief Executive Officer

---

Date

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name  
do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

And all of its subcontractors will pay all workers  
on the

Project Name and Number

\_\_\_\_\_  
Street and City

The wages as listed in the schedule of prevailing rates required for such project (a  
copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
this \_\_\_\_\_

\_\_\_\_\_  
Notary Public

 Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Information needs to be provided below:

Date of schedule issued:

ID# on the top left of rate schedule:

**CONNECTICUT DEPARTMENT OF LABOR  
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice letter for Davis-Bacon (prevailing wage) jobs. Please print or type. Complete one form for each apprentice to be certified.

**Section 1: Company Information:**

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2: Apprentice Information:**

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Trade: \_\_\_\_\_

OJT hours completed by apprentice: \_\_\_\_\_ As of this date: \_\_\_\_\_

**Section 3: Project Information:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract or Project number: \_\_\_\_\_

**\*Section 4: If applicable, to be completed by apprentice supervisor (collective bargaining)**

a. Name and Local Union #: \_\_\_\_\_

b. Percentage of apprentice on wage schedule: \_\_\_\_\_

c. Date apprentice attained this percentage: \_\_\_\_\_

**\*Please note:** If your company is party to a collective bargaining agreement, after completing questionnaire please forward to the local union apprentice supervisor so that they may complete Section 4.

**Mail or Fax to:**

**Connecticut Department of Labor  
Office of Apprenticeship Training  
Davis Bacon Certification Request  
200 Folly Brook Boulevard  
Wethersfield, CT 06109  
FAX: (860) 263-6088**

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES  
**CONTRACT COMPLIANCE REGULATIONS**

Sec. 46a-68j-23. Obligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standard of Sec. 4a- 60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commissioner may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106		1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM CHRO cc-257)	PROJECT AREA (MSA): 2. EMPLOYER'S FEIN NO.	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____						
PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (Submitting report)				STATE AWARDING AGENCY:					
5.  CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT						9.  TOTAL NUMBER OF EMPLOYEES	10.  TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a.  TOTAL HOURS BY TRADE	6b.  BLACK (Not of Hispanic Origin)	6c.  HISPANIC	6d.  ASIAN OR PACIFIC ISLANDERS	6e.  AMERICAN INDIAN OR ALASKAN NATIVE	7.  MINORITY PERCENT		8.  FEMALE PERCENT	M	F
Journey Worker Apprentice Trainee SUB-TOTAL											
Journey Worker Apprentice Trainee SUB-TOTAL											
Journey Worker Apprentice Trainee SUB-TOTAL											
Journey Worker Apprentice Trainee SUB-TOTAL											
TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL											
11. COMPANY OFFICIAL'S SIGNATURE AND TITLE		12. TELEPHONE NUMBER (including area code)				13. DATE SIGNED			PAGE _____ OF _____		

Rev. 8/30/16

## CONTRACTOR CERTIFICATION REGARDING OSHA

This requirement was created by Public Act No. 08-83 which is codified in Section 31-536 of the Connecticut General Statutes pertaining to the prevailing wage status, and is required for public works construction projects funded in whole or in part by the State or any political subdivision of the State where the total cost of all work to be performed is at least \$100,000.

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public work project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. The ten-hour OSHA safety course pertains to the ten-hour outreach course conducted in accordance with the Federal OSHA Training Institute standards and in accordance with the Federal OSHA Standard, 29 CFR 1910.268.

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
Name Title Company

hereby certifies compliance with the above statute and will demonstrate proof of completion through either:

- a) The presentation of a bona fide student course completion card issued by the Federal OSHA Training Institute; or
- b) The presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card; and

shall affix a copy of the above to the certified payroll submitted to the local contracting agency (LCA) in accordance with the Connecticut General Statutes 31-53(f) on which such employee's name first appears.

Any card with an issuance date more than five (5) years prior to commencement date of the construction project shall not constitute proof of compliance.

---

Signature/Title

---

Company

---

Date

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the project in \_\_\_\_\_.
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)

My commission expires: \_\_\_\_\_

## CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project Number

### GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

### SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: \_\_\_\_\_

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

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

1. Participation in a previous contract or subcontract:

- A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause  
 Yes       No
- B. Compliance reports were required to be filed in connection with such contract or subcontract  
 Yes       No
- C. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964       Yes       No
- D. If answer to item C is "No", please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ \_\_\_\_\_

3. Anticipated performance period \_\_\_\_\_ days.

4. Expected total number of employees who will perform the proposed subcontract \_\_\_\_\_.

5. Non-segregated facilities

A. Notice to Prospective Subcontractors or Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

**B. Certification of Non-segregated Facilities**

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

**6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:**

Black       Spanish American       Oriental       American Indian  
 Eskimo       Aleut       White (other than Spanish American)  
 Portuguese

**7. The construction subcontractor certifies that he is not affiliated in any manner with the Grantee/Borrower of the federally-assisted construction**

Remarks: \_\_\_\_\_

**Certification:** The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Subcontractor's Name and Title of signer (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Note:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Rev. 8/30/16

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Department, Agency, or Bureau)	Date
c/o	Project Number
	Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
for \_\_\_\_\_  
\$ \_\_\_\_\_ in the amount of \_\_\_\_\_

in the construction of the above-identified project, certifies that

- a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract,
- b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)),
- c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wager Requirements, executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_  
(date)

3. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is:

(1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A Partnership  
A Corporation Organized in the State of \_\_\_\_\_  
Other Organization (describe) \_\_\_\_\_

Rev. 8/30/16

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. or  
Federal Employer I.D. No. \_\_\_\_\_

(Contractor)

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

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever,...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

### **SECTION 3 - CONTRACTOR REQUIREMENTS**

Contractors and subcontractors, are to make their best effort to give training and employment opportunities to public housing residents, with first priority to the residents of the development for which assistance is expended. In addition, contractors and subcontractors, are to make their best effort to award contracts for covered work "to business concerns that provide economic opportunities", with first priority to residents of the public housing development concerned.

Any contract for construction funded in whole or in part by Federal Assistance in excess of \$100,000.00 is subject to the following requirements:

#### **Training and employment:**

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to Youthbuild Program participants. Contractors and their sub-contractors shall conduct their routine business in a manner which will ensure compliance with the intent of Section 3.

Effective immediately, 20% of the aggregate number of new hires occurring between July 1, 1995 and June 30, 1996; and 30% of the aggregate number of new hires occurring after July 1, 1996 must be "section 3 individuals".

#### **Section 3 businesses:**

Contractors and their sub-contractors must commit to award to Section 3 Business concerns at least 10% of the total dollar amount of all covered contracts for building trades arising in connection with housing rehabilitation, housing construction, and other public construction; and at least 3% of the total dollar amount of all other covered contracts.

All contractors and each of their sub-contractors are required to create and maintain records which clearly show their efforts to comply with these Section 3 requirements.

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3), and as such:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.

- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Further, contractors are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

**SECTION 3 PLAN**

**RECIPIENTS/DEVELOPER'S NAME**

NAME OF DEVELOPMENT	FUNDING SOURCE	FISCAL YEAR	AMOUNT

The plan will serve as the Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12. U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income person, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

**APPLICABILITY:** The Section 3 Plan applies to federal activities for housing and community development.

**PURPOSE:** The purpose of this Plan is to provide to the greatest extent feasible economic opportunities for low and very low-income persons in the form of training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance), and community development assistance that is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and renovation).
- (ii) Housing construction; and
- (iii) Other public construction.

**THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

These requirements apply to Housing and Community Development activities for which the amount of the assistance received from The Department of Housing exceeds \$200,000.

### **NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

The goals established in this section apply to the entire amount of Section 3 covered assistance awarded in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule.

The numerical goals established in this section represents minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

- (i) 30 percent of the aggregate number of new hires/training opportunities for the one year period beginning in FY 1997 and continuing thereafter.

### **PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES**

In providing training and employment opportunities generated from the expenditure of Section 3 activities to Section 3 residents the following order of preference will be followed:

- (i) First priority will be given to Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in HUD Youthbuild Programs.
- (iii) Third priority will be given to Homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- (iv) Other Section 3 residents.

### **DOCUMENTATION OF SECTION 3 RESIDENT ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development.
- Evidence of eligibility for Section 8 voucher certificate or voucher.
- Evidence of eligibility for a Federally assisted program for the poor (e.g. Jobs, JTPA, Job Corps).
- Evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- Income tax records.

### **THRESHOLD FOR CONTRACTING AND SUBCONTRACTING**

The requirements of this section apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

### **NUMERICAL GOALS FOR CONTRACTING ACTIVITIES**

These goals apply to contract awards in the amount of \$100,000 or more in connection with a Section 3 project, and it applies to contractors and subcontractors.

The \_\_\_\_\_ commits to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

### **PREFERENCE FOR SECTION 3 BUSINESS CONCERN**

The following order of preference will be followed when providing contracting opportunities to the greatest extent feasible to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to applicants selected to carry out HUD Youthbuild Programs.
- (iii) Other Section 3 Residents

Procurements/activities from this award will be conducted in a competitive manner, consistent with 24 CFR 85.36 (c) (2).

**ELIGIBILITY FOR PREFERENCES:** Business concerns requesting consideration to the above preferences may be required to submit evidence or certify, if requested; that the business concerns is a Section 3 business.

For purposes of this Plan a Section 3 business concern is defined as business that (1) is 51 percent or more owned by Section 3 residents; or (2) whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in (1) and (2) above.

**GENERAL CONTRACTOR'S SECTION 3 PLAN CERTIFICATION**

1. APPLICABLE TO \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_
2. GENERAL CONTRACTOR'S NAME \_\_\_\_\_  
\_\_\_\_\_
3. DEVELOPER'S NAME \_\_\_\_\_

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

1. \_\_\_\_\_ agree to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan developed for the following project \_\_\_\_\_.
2. \_\_\_\_\_ agree that to the greatest extent feasible vacant positions in relation to this development will be filled with Section 3 residents.
3. \_\_\_\_\_ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. \_\_\_\_\_ agree to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
5. \_\_\_\_\_ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. \_\_\_\_\_ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. \_\_\_\_\_ agrees to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 Firms.

Rev. 8/30/16

**GOOD FAITH EFFORT**

At a minimum the following tasks must be completed to demonstrate a good faith effort with the requirement of Section 3. The contracting party and each contractor or subcontractor seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

If Federal and State dollars are combined to fund a project this plan may be replaced by an approved Section 3 Plan as mandated by the Housing and Community Development Act of 1968

We the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party of this Plan and further pledge our commitment to adhere to the objectives of the Plan.

---

DEVELOPER SIGNATURE/  
MUNICIPALITY SIGNATURE

---

DATE

---

TITLE

---

CONTRACTOR SIGNATURE

---

DATE

---

TITLE

Rev. 8/30/16

**DEVELOPER:**

**PROJECT NAME:**

**PROJECT NUMBER:**

**GENERAL CONTRACTOR:**

**SUB CONTRACTOR:**

(a) The number of employees permanently employed in your \_\_\_\_\_ area office (or other location from which the contract will be administered) are as follows:

**JOB TITLE**

**TOTAL  
EMPLOYEES**

## RACE SEX

(b) The number of employees your area office/firm intends to employ for the work covered by this contract, by EEO category or by trade are as follows:

Total number of persons needed:

**JOB TITLE**

**# NEEDED**

Rev. 8/30/16

Which of the above positions will be a training position:

JOB TITLE	EST. LENGTH OF TRAINING

(c) If applicable, list construction trades you intend to use in this contract.

---

---

---

---

---

List type of work to be subcontracted out.

---

---

---

---

---

### SECTION 3 SUBCONTRACTOR CERTIFICATION

Project Name: \_\_\_\_\_

Developer's Name: \_\_\_\_\_

I understand that my contract with \_\_\_\_\_ (name of developer/contractor) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Plan for this project.

I certify that the firm of \_\_\_\_\_ (company's name) is not a Section 3 company.

I certify that the firm of \_\_\_\_\_ (company's name) is a bona fide section 3 company, and that it meets the following definition of a Section 3 business (check one):

1. 51% or more of the ownership of this company is owned by section 3 residents, as defined by the developer of this project.
2. Currently, at least 30% of the employees of the company are section 3 residents, as defined by the developer of this project.
3. At least 30% of the employees of the company were section 3 residents, as defined by the developer of this project, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this,

---

Signature of Chief Executive Officer

---

Date

**CONNECTICUT DEPARTMENT OF LABOR  
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice letter for Davis-Bacon (prevailing wage) jobs. Please print or type. Complete one form for each apprentice to be certified.

**Section 1: Company Information:**

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2: Apprentice Information:**

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Trade: \_\_\_\_\_

OJT hours completed by apprentice: \_\_\_\_\_ As of this date: \_\_\_\_\_

**Section 3: Project Information:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract or Project number: \_\_\_\_\_

**\*Section 4: If applicable, to be completed by apprentice supervisor (collective bargaining)**

a. Name and Local Union #: \_\_\_\_\_

b. Percentage of apprentice on wage schedule: \_\_\_\_\_

c. Date apprentice attained this percentage: \_\_\_\_\_

**\*Please note:** If your company is party to a collective bargaining agreement, after completing questionnaire please forward to the local union apprentice supervisor so that they may complete Section 4.

**Mail or Fax to:**

**Connecticut Department of Labor  
Office of Apprenticeship Training  
Davis Bacon Certification Request  
200 Folly Brook Boulevard  
Wethersfield, CT 06109  
FAX: (860) 263-6088**

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES  
**CONTRACT COMPLIANCE REGULATIONS**

Sec. 46a-68j-23. Obligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standard of Sec. 4a- 60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commissioner may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106		1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM CHRO CC-257)		PROJECT AREA (MSA): 2. EMPLOYER'S FEIN NO.		3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____	
PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report)		STATE AWARDING AGENCY:					
CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT							
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS	
	M	F	M	F	M	F	M	F	
Journey Worker Apprentice Trainee									
SUB-TOTAL									
Journey Worker Apprentice Trainee									
SUB-TOTAL									
Journey Worker Apprentice Trainee									
SUB-TOTAL									
Journey Worker Apprentice Trainee									
SUB-TOTAL									
Journey Worker Apprentice Trainee									
SUB-TOTAL									
TOTAL JOURNEY WORKERS									
TOTAL APPRENTICES									
TOTAL TRAINEES									
GRAND TOTAL									
11. COMPANY OFFICIAL'S SIGNATURE AND TITLE		12. TELEPHONE NUMBER (Including area code)		13. DATE SIGNED		PAGE _____		OF _____	

**SUBCONTRACTOR CERTIFICATION  
REGARDING OSHA**

This requirement was created by Public Act No. 08-83 which is codified in Section 31-536 of the Connecticut General Statutes pertaining to the prevailing wage status, and is required for public works construction projects funded in whole or in part by the State or any political subdivision of the State where the total cost of all work to be performed is at least \$100,000.

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public work project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. The ten-hour OSHA safety course pertains to the ten-hour outreach course conducted in accordance with the Federal OSHA Training Institute standards and in accordance with the Federal OSHA Standard, 29 CFR 1910.268.

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
Name Title Company

hereby certifies compliance with the above statute and will demonstrate proof of completion through either:

- a) The presentation of a bona fide student course completion card issued by the Federal OSHA Training Institute; or
- b) The presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card; and

shall affix a copy of the above to the certified payroll submitted to the local contracting agency (LCA) in accordance with the Connecticut General Statutes 31-53(f) on which such employee's name first appears.

Any card with an issuance date more than five (5) years prior to commencement date of the construction project shall not constitute proof of compliance.

\_\_\_\_\_  
Signature/Title \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

Rev. 8/30/16

# DAILY CONSTRUCTION REPORT

Company Name \_\_\_\_\_  
Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_

Date \_\_\_\_\_  
Weather \_\_\_\_\_

**General Contractor**  
**Name/Trade**

Subcontractors Employee  
Employee Name/Trade

## Visitors On Site

### Materials/Deliveries/Equipment

**Brief Summary of Work Done this Day:**

**Signed:**

Dated:

Rev. 8/30/16

(Print on Company letterhead)

**WAIVER OF LIEN (RELEASE)**

To Whom It May Concern: WHEREAS, the undersigned is a:

General Contractor \_\_\_\_\_  
Subcontractor \_\_\_\_\_  
Supplier \_\_\_\_\_

(Contractor/Subcontractor/Supplier Name & Address)

Has been employed by: (Town/Contractor Name & Address)

To furnish labor, materials and equipment for the project known as:

(Name of Project & Address)

NOW, THEREFORE, the undersigned, for and in consideration of the sum of (dollar amount in words) and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive.

Payment Application # In the amount of \$ \_\_\_\_\_ Dated: \_\_\_\_\_

And release to the extent of the above indicated amount, any and all liens or claim or right to lien on said above described building and property under the Statutes of the State of Connecticut relating to Mechanic's Liens, on account of labor or material, or both, furnished or which may be furnished, by the undersigned to or on account of the said firm or individual therein named for said building or property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Contractor Name & Address)

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

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)  
Notary Public: \_\_\_\_\_ (Name Printed)  
My Commission expires: \_\_\_\_\_ (date)

Seal

Rev. 8/30/16

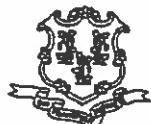
# **Section VII**

# **DOH Project Sign**

# **Specifications**

DEPARTMENT OF HOUSING  
PROJECT SIGN – SMALL CITIES PROGRAM

8'-0"



NAME OF THE PROJECT



Funds Provided by the U.S. Department of Housing and Urban Development  
Small Cities Program

Constructed in cooperation with the

STATE OF CONNECTICUT  
DANIEL P. MALLOY, GOVERNOR

Department of Housing  
Evonne M. Klein, Commissioner

and the

Name of Town/City  
Name of Chief Elected Official and title

Program Consultant

General Contractor

Architect/Engineer



SIGN PANEL:  $\frac{3}{4}$ " MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE.  
TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF  
PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

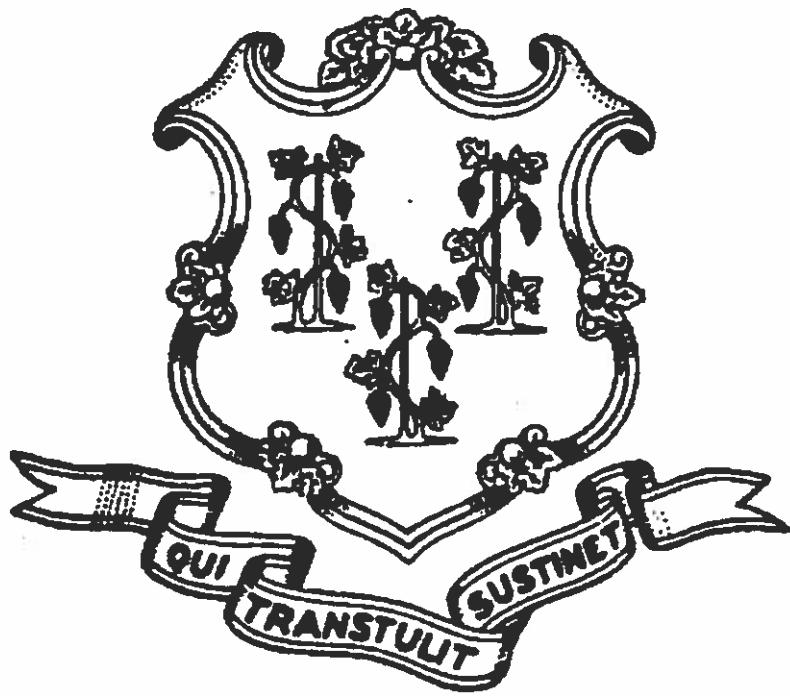
TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DOH LOGO: ATTACHED

STATE SEAL



DOH LOGO

**Connecticut**  
*still revolutionary*