



Request for Proposal

Construction Manager at Risk

UCONN HEALTH

MAIN BUILDING RENOVATIONS-PROJECT 2

PROJECT NUMBER: 901772

UCONN HEALTH

Farmington, Connecticut

Issued:

March 27, 2015

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The following RFP Documents and all Proposal Clarifications are to be obtained by accessing the following web link.

http://www.cpcu.uconn.edu/profserv/profserv_currentops.html

Click on the project number: 901772 for this information.

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Separate Attached Documents

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Posted at http://www.cpcu.uconn.edu/profserv/profserv_currentops.html

Responsibility Matrixes/Staff Work Efforts and Hourly Rates Sheet

Includes Exhibits: B, D, E, F,

Dropbox Link: To the Schematic Design Package.

https://dropbox.uconn.edu/dropbox?n=100_SD_DRAWINGS_1-22-15.pdf&p=LxcX3MxF95c9qNTpA

https://dropbox.uconn.edu/dropbox?n=SD%20Spec%20Volume%201_1-22-2015.pdf&p=L67IuErNyNUbXBgCs

https://dropbox.uconn.edu/dropbox?n=SD%20Spec%20Volume%202_1-22-2015.pdf&p=LpPNsvsQ91a6w9pR8

https://dropbox.uconn.edu/dropbox?n=SD%20Spec%20Volume%203_1-22-2015.pdf&p=LlxIHEyrDsnyO55IW

REQUEST FOR PROPOSAL

March 27, 2015

DUE DATE: April 23, 2015

TIME: 2:00 p.m.

LOCATION: Mailing Address:

**UConn Health
Campus Planning, Design & Construction
263 Farmington Avenue – MC1025
Farmington, CT 06030-1025
Attn: Ms. Mary Kate Sullivan**

Hand Delivered Address:

**UConn Health
Campus Planning, Design & Construction
16 Munson Road – 4th Floor
Farmington, CT 06030-1025
Attn: Ms. Mary Kate Sullivan
Phone Number: 860-679-3295**

The University of Connecticut is accepting sealed proposals from Pre-Qualified Construction Managers for:

**UCONN HEALTH
MAIN BUILDING RENOVATIONS-PROJECT 2
Project No: 901772**

This Request for Proposal is being sent to you electronically. Proposals must be submitted on the forms supplied and in the manner specified within the RFP documents. The format of the documents and forms to be submitted should not be altered significantly. **Only Construction Managers Pre-qualified by DAS and the University of Connecticut, as noted herein, will have their Proposal considered for this project.**

Project Description:

As part of the Bioscience Connecticut initiative, UConn Health (UCH) plans to renovate approximately 40,000 sf of the Main Research Building (L Building) located on the UConn Health Farmington CT, campus. The L Building is a 13 floor, 477,000 gsf structure that was built in 1972. The building is part of an interconnected complex containing hospital, clinical, academic, research and administrative functions. The majority of the L building is research laboratory facilities with some offices and administrative areas. The building Mechanical, Electrical and Plumbing (MEP) infrastructure is the original construction and is in need of major renovations to bring it in line with current standards for research facilities.

UCH developed a Master Plan for the renovation of L Building in 2010. The first phase of the master plan; the renovation of a portion of the research laboratories on floors 1 through 7 (Project 1), is currently under construction. UCH is implementing the next phase (Project 2) of the Master Plan; to renovate the remaining research laboratory space located on floors 4 thru 7 (approximately 40,000 sf) as well as replace the MEP infrastructure serving those

areas. The current renovation plan would create flexible, efficient wet lab spaces as well as space to support the trend towards higher utilization of electronic technology within labs similar to the spaces created within Project 1, along with the replacement of the outdated lighting, power, heating, ventilating, and air conditioning systems serving the areas. The renovated space will contain offices, wet & dry lab research and associated support spaces.

The areas adjacent to the floors under construction are Research Laboratory and Hospital occupancies. Coordination of construction activities and the removal and replacement of MEP systems to avoid disruption of adjacent occupied areas will be key to the success of this project.

The design firm, Stantec, has been retained to provide design services for this project. Currently the design team has completed the Schematic Design. The anticipated completion of Construction Documents is scheduled for October 31, 2015.

The successful CM will be required to engage with the Architect and UCH during the Design phase in developing construction and value engineering strategies that meet the limited construction budget for the laboratory renovation.

The University of Connecticut will seek a Leadership in Energy and Environmental (LEED) Silver certificate and comply with the Connecticut High Performance Building requirements for this project.

It is expected the Construction Manager will use BIM technology to enhance the design coordination and construction process. The preliminary BIM model will be provided by the Architect and will be refined as appropriate by the Construction Manager.

Schedule:

UCH has developed the following preliminary milestone schedule based upon the availability of the renovation space and anticipated completion of the construction documents. The Construction Manager should specifically address the proposed dates within their submittal package. The Construction Manager will need to work with the Design Team and UCH to develop the final construction schedule.

Pre-design Jan 28 2015
100% Schematic Design: Jan 28, 2015
Design Development: May 29, 2105
Construction Documents: October 31, 2015
Bid / GMP Acceptance: Dec 31, 2015
Construction Start: Jan 2016
Construction Duration: Estimated 12-14 months.

Project Budget:

The construction budget for the Main Building Renovations Project -2 is \$30,500,000 (Thirty Million Five Hundred Thousand Dollars).

Pre-Proposal Conference:

There will be a pre-proposal conference on **Wednesday, April 1, 2015 at 11:30 AM**. This Pre-Proposal conference is not mandatory, however; interested bidders are strongly encouraged to attend. Please plan to meet at UConn Health, 16 Munson Road, 4th Floor, Campus Planning, Design & Construction Conference Room, Farmington, CT 06030. Please make sure to bring a hardhat and safety glasses.

Request for Information Procedure:

All Requests for Information (“RFI”) must be received in writing no later than **2:00PM on Tuesday, April 14, 2015** and sent electronically to mary_kate.sullivan@uconn.edu Include in the subject line: RFI – Main Building Renovations-Project 2. **Questions received verbally will not be answered.** All answers will be published by written Proposal Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued prior to proposal submission.

Estimated Timetable:

The following schedule will apply to this Request for Proposal:
Pre-proposal Conference: Wednesday, April 1, 2015 at 11:30 AM
Closing Date for RFI’s: Tuesday, April 14, 2015 by 2:00 PM
Request for Proposal Due: Thursday, April 23, 2015 by 2:00 PM
Interviews to be conducted with the Selected Shortlisted Firms: April 30-May 1, 2015

Proposals will be accepted at the Office of Campus Planning, Design & Construction, 16 Munson Road, Farmington, CT until 2:00 PM local time on Thursday, April 23, 2015 at which time they will be publicly opened and read.

The successful Construction Manager shall be required to provide a Labor and Material Payment Bond and a Performance Bond for one hundred percent (100%) of the Contract price.

Construction Managers are advised that they must utilize Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut DAS Supplier Diversity Program, to meet the goal of 30% allocation (25% of contract value, at a minimum) to SBE’s, of which 10% (6.25% of the contract value, at a minimum) must be allocated to MBE’s only. The Construction Managers are responsible for ensuring that they and the SBE’s they have selected are eligible subcontractors, and that they meet State requirements.

The University reserves the right to reject any or all Bids, in whole or in part, to award any item, group of items, or total Bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of the University.

No Bidder may withdraw its Bid within **ninety (90) days** of the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the University and the Bidder.

Mary Kate Sullivan, Purchasing Agent II
Capital Projects and Contract Administration

PRE-QUALIFIED CONSTRUCTION MANAGERS

**Barr & Barr, Inc.
260 Cochituate Road
Framingham, MA 01701**

**Daniel O'Connell's Sons
234 Church Street, Suite 403
New Haven, CT 06510**

**FIP Construction, Inc.
308 Farmington Avenue
Farmington, CT 06032**

**Fusco Corporation
555 Long Wharf Drive
New Haven, CT 06511**

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

**Skanska USA Building Inc.
545 Long Wharf Drive, 6th Floor
New Haven, CT 06511**

**The Whiting-Turner Contracting Company
2 Enterprise Drive, Suite 504
Shelton, CT 06484**

**Turner Construction Company
50 Waterview Drive, Suite 220
Shelton, CT 06484**

INSTRUCTIONS TO PROPOSERS

1. Specifics

The required documents to be submitted comprising a complete Form of Proposal are listed below and shall be complete in all respects and organized by section and submitted in the order specified. Forms provided and their format CANNOT be changed or altered and WILL be submitted as they are presented herein. All required documents must be returned with your Form of Proposal or it will be deemed a non-qualified submission. Identify and provide one (1) original and seven (7) copies of a complete Form of Proposal submission and one electronic disk of your Responsibility Matrixes/Staff Work Efforts and your Hourly Rates Sheet in a excel format. Organize your submission and submit it in the following order.

Tab 1: Project Approach: Provide a project specific narrative explaining your firm's approach making sure to address the following activities:

Preconstruction services during design including but not limited to:

- a. constructability/feasibility reviews
- b. project scheduling
- c. logistics, infrastructure and operational coordination
- d. selection of materials, building systems and equipment
- e. cost estimates
- f. verifying existing conditions
- g. risk analysis and reporting
- h. budget controls and value engineering.
- i. procurement services including:
 - i. prequalification of subcontractors, include process and review analysis used
 - ii. development of bid packages, include process used
 - iii. MBE/WBE participation, provide steps in assuring statutory goals
 - iv. bidding, provide process and analysis used

Construction Services including, but not limited to;

- j. verifying existing conditions
- k. submittal reviews
- l. RFI's
- m. construction logistics,
- n. construction retrofit of MEP in occupied areas
- o. construction scheduling,
- p. project phasing and execution
- q. QA & QC through construction,
- r. coordination with other trades not under the CMs contract. (UCONN Contracted)
- s. cost controls and financial reporting
- t. administrative contract controls
- u. safety
- v. preparation, review and processing of changes
- w. project closeout.

Tab 2: The Form of Proposal: (Exhibit A): Use the form provided.

Tab 3: Staff Work Efforts Analysis: (Exhibit B): Use the form provided. Provide the completed Personnel and Hourly Rate sheet and the Staff Bar Chart for both the Preconstruction and Construction Phases. Show actual number of hours/costs proposed prior to any discounts (if any) within the Staff Bar Chart / Hourly Rate sheet. Coordinate this Analysis with your project approach. Use the format matrix provided with the request for proposal. Reflect the proposed staff names to the appropriate staff titles based on the team presented.

Responsibility Matrixes and Hourly Rates: (Exhibits D, E, and F): Use the forms provided. Provide the supporting assumptions and calculations of how cost was determined for Preconstruction and the General Conditions as reflected on the Preconstruction and Construction Responsibility Matrixes included with this request for proposal. In order to allow the University to do a comparative analysis the Responsibility Matrixes must be based upon the schedule durations given by the University in this proposal. Clearly indicate monthly durations used for calculation of Preconstruction and General Conditions to use for comparison. **Clearly show costs prior to discounts (if any).** Coordinate staff identified in the Preconstruction and Construction Phase as indicated on the **Staff Work Effort Analysis** sheet provided. Add the proposed staff names to the appropriate staff title. **Your Responsibility Matrixes should support the project approach, as well as the project schedule and proposed team.**

Within the hourly rate sheet, areas highlighted in yellow are to be filled in. Do not alter the hourly rate calculation sheet.

Tab 4: Proposed Team: (Exhibit C): Provide an organizational chart, confirming the team members proposed, and defining the responsibilities of the roles assigned to each team member reflected in the submitted Staff Work Effort Analysis. If there is a change in proposed staffing, clearly indicate those changes within the organizational chart document indicating both additions and deletions. **Staff changes from the Pre-Qualification Application shall be clearly noted referencing the previously proposed member's name and their resume with the replacement proposed member's name and resume.** Indicate the past experience of each newly proposed team member in their assigned role in similar relevant projects. Resumes must clearly identify contract value, sq. ft. size of new construction and renovations, duration of construction, month/year construction was completed and role assigned under that project demonstrating the "relevancy" to the project that is being solicited. **Your proposed team should support your project approach.**

Tab 5: Schedule: (Exhibit G): Submit a project schedule that demonstrates and confirms the proposer's commitment to complete the project per the University's schedule included in this RFP. The submitted schedule shall address significant milestones and be of sufficient detail to indicate to the University that the Construction Manager has a well thought out plan to implement this project. Coordinate the schedule with your project approach and clearly indicate durations of Preconstruction and Construction tasks of each phase including procurement of the GMP and Substantial Completion for each phase.

In a schedule narrative, indicate how the team will prosecute the work in order to meet the project completion date as specified in these documents. Also in the narrative, provide confirmation that the schedule is achievable and detail any assumptions related to the schedule. Provide commentary on potential construction strategies that may achieve schedule savings, including the impacts (financial/schedule) of an Early Release Package. Indicate how these savings would impact your proposed fee for Preconstruction, General Conditions and Fee.

Tab 6: Project Control Procedures: (Exhibit J): Describe any Project Management Software system that will be used during the project. Briefly describe your Quality Assurance / Quality Control system. Provide sample documentation from a similar relevant project of the following:

- Preconstruction study / estimate for a relevant project include value engineering / cost control study.
- Construction Progress Report showing schedule, budget, RFI log and issues.

- Document control procedure from a LEEDS relevant project.
- Manpower/ Cost Loaded schedule for similar project.
- Submittal Schedule for similar project
- Financial Reporting
- Risk Analysis
- Daily Logs of attendance and work being performed.
- Certified Payroll tracking and monitoring.
- Prequalification application for subcontractor prequalification for a State of CT and/or University project.

Tab 7: Statutory Requirements and Affidavits: (Exhibit K): Ethics Forms 1, 5, 6, 7, B and C, see Section 14 of this document for more information. **If the Proposer(s) is a nonresident contractor, provide letter from the Department of Revenue Services that the Proposer(s) is a verified contractor.**

2. General

The success of this project is of the utmost importance to the University of Connecticut (the “University” or the “Owner”). To facilitate this success and insure compliance to the Contract Documents, the University has incorporated the following philosophy into the Construction Management Contract Documents.

- A. Proposals will only be accepted from previously pre-qualified “Construction Managers”, also referred to herein as “Proposers”.
1. “Construction Managers” have been pre-qualified based on, among the considerations, the experience and qualifications of the parties identified in the Pre-Qualification Applications as the entities proposed to provide the construction management service. No substitutions will be permitted for any of the identified parties without the written permission of the University or otherwise in accordance with the Proposal/Contract Documents herein.
 2. The University shall assign a University Representative to work with the successful Construction Manager as a liaison.
- B. In performing its obligations under this Contract, the Construction Manager agrees to comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.
- C. The Proposer, or any entity in which the Proposer has an interest shall not appear on the State of Connecticut Labor Commission Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through <http://ctdol.state.ct.us> or the Federal List of Excluded Parties Listing System available through <http://epls.arnet.gov>, or the State of Connecticut Commission on Human Rights and Opportunities Debarment List.
- D. The University requires that all major contractors must possess a valid license or registration issued by the Department of Consumer Protection, in accordance with CGS Sections 20-341gg.

3. Consideration of Proposals

- A. The selection for short listing and interviews of the Construction Manager shall be based on an evaluation by the University of the Pre-Qualified Construction Manager’s Proposal submission.

- B. The award of an agreement to the successful proposer will be based upon a comprehensive review and at the sole discretion of the University an interview. All proposal submissions will be evaluated by a committee which will use the specific evaluation criteria listed below. The University reserves its right to base its

determination to further short list on the proposal submission and any supplementary information provided to or obtained by the University. Any Proposal submissions must be in full compliance with the Contract Documents, Architectural Drawings, Specifications, and other documents included with the Request for Proposal.

- C. The following areas will be evaluated using information submitted in response to the RFP. Specific examples will help with evaluation with a major focus on project approach, staffing relevant experience, staffing levels, schedule, fee, general conditions and preconstruction services.

1. Completeness, thoroughness, accuracy, and strategic fit to the above referenced project of the Project Approach.
2. Proposed Staff Work Effort for Preconstruction and Construction.
3. Qualifications of the Proposed Team Members as it further relates to the project and proposed approach.
4. The proposed Project Schedule as it relates to the project narrative and milestone dates.
5. Project Control procedures proposed for this project.
6. Proposed Fee, General Conditions and Pre-Construction costs: Evaluation of proposed costs to determine the best value of services against the appropriate project approach.

- D. It is the intent of the University to award the Construction Management Contract to the responsible, qualified Proposer submitting the lowest cost proposal in compliance with the requirements of the University's Request for Proposal and Proposal Documents, including but not limited to these Conditions and Requirements of the Proposal, and the Contract Documents, in compliance with the University's budget established for the Project and subject to the following conditions. While in determining the "lowest cost proposal" in compliance with the University's Request for Proposal and Proposal Documents, the Proposer's proposed fee, general conditions cost and pre-construction services costs are important considerations, they are not the sole considerations. Factors pertinent to the Project for which Proposals have been solicited, as set forth in this and the other Request for Proposal and Proposal Documents, and documents issued by the University as part of the pre-qualification process describing the nature and requirements of the Project and the University's expectations of the Construction Manager, will be considered, including but not limited to, the relative qualifications of the proposed construction management team, the proposed staffing and work, buyout, schedule compliance, project control, quality assurance/quality control and safety compliance plans for performing the Contract, the proposed schedule and proposer's ability to complete the Project in accordance with the Contract Documents, and other criteria set forth in the Request for Proposal and Proposal Documents, and Contract Documents. The University, at its sole discretion, may interview at least three responsible qualified Proposers and negotiate and enter into with any one of such Proposers a contract which is both fair and reasonable to the University. Considering all such factors as noted above, the University will evaluate the Proposals and award the Contract to the Proposer who the University determines, at its sole discretion, best meets the criteria as described herein and will best serve the interests of the University of Connecticut.

- E. The University reserves the right to reject any or all Proposals, in whole or in part, to award any item, group of items, or the total Proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.

- F. The University may also require the Construction Manager to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts.

- G. Proposals shall be submitted only on the forms furnished for the specific project, which shall include a completed Proposal Form executed with an original signature by a duly authorized officer or representative of the Proposer, and, in the case of a Joint Venture, by duly authorized representatives of each Joint Venture. In no event will Proposals or changes in Proposals made by telephone or telefax be considered. Any Proposal Form without the original signature of the Proposer or its authorized representative will be rejected.
- H. Any Proposals received after the scheduled closing time for the receipt of Proposals will be returned to the Proposer unopened.
- I. Any Proposal once deposited with the University may only be withdrawn by letter of request, signed by the depositing Proposer and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Proposal for the project designated or identified project.
- J. The University reserves the right to accept, reject, or otherwise proceed in accordance with these Conditions and Requirements with regard to, any or all Proposals until the University executes the Amendment to the Contract which establishes the Guaranteed Maximum Price for the Contract with one of the Proposers, and the Proposer agrees that it may not modify, withdraw, or cancel its Proposal except to the extent agreed to in writing by the University.
- K. After receipt of Proposals the University, at its sole discretion, may interview three or more of the Proposers prior to the execution of the Contract. Part of the interview process will require: 1) a discussion of the estimated CM fee proposal, the estimated general conditions costs and the pre-construction services cost; 2) a discussion of the construction schedule; 3) meeting, presentations by and a discussion with, key team members; 4) and other items as noted herein or as requested and required by the University.
- L. The Proposer agrees that if selected as Construction Manager, it shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute the Contract included with these Contract Documents. No modification to this Contract Form and its provisions shall be permitted. Each Proposer by submitting a form of proposal signifies full and complete acceptance of the contract, terms, requirements and all language included therein with no exceptions.
- M. The Proposer agrees that if selected as the Construction Manager, it will comply with all University Bonding and Insurance Requirements, limits, coverage's, and additional insured's without exception. Evidence of such which will include an Insurance Certificate and Copy of Insurance Policy, Declaration and Endorsement.
- N. If the Proposer(s) are non-resident contractor(s), you must show proof that your firm(s) is verified contractors with the State of Connecticut Department of Revenue Services. Such proof must be provided with your Proposal submission.

4. Contract

By further submission of your proposal, the proposer is accepting all terms and conditions of the contract without exceptions. A draft of the contract has been provided with the proposal documents. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. Any exceptions by the proposer will not be considered.

5. Addenda and Interpretations

- A. No interpretations of the meaning of the Drawings, Specifications or other Contract Documents will be made orally to any Proposer. Every request for such interpretation must be made in writing and to be given consideration shall be received by the date established in the Invitation for Proposals, or if none is listed, at least ten (10) days prior to the date fixed for the opening of Proposals.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted and emailed to all prospective Proposers (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addendum or interpretation shall not release any Proposer from any obligations under his Proposal as submitted, provided notice has been sent to the address furnished by such prospective Proposer for the transmittal of notices, addenda and interpretations. It shall be the Proposer's responsibility to make inquiry as to, and to obtain, the addenda issued, if any.
- C. The number of days shown in A and B may differ from the actual dates given in an Agenda for a Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Proposal is extended by addendum, in which case the number of days will again apply unless stated differently in the addendum.
- D. Proposers shall promptly notify the University of any Ambiguity, inconsistency, or error which they may discover upon examination of these Contract Documents.

6. Performance and Payment Bonds

The Construction Manager, prior to the commencement of any construction activities, shall be required to furnish a University of Connecticut Performance Bond and a University of Connecticut Labor and Material Payment Bond each in the amount of 100% of the contract price. Said bonds, as a minimum, shall be issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". If the Proposer is a Joint Venture, all bonds shall name all joint ventures as principals. The Proposer 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.

The Labor and Material Payment Bond are to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of the Connecticut General Statutes Section 49-42. Forms to be submitted are EXHIBIT'S 1A and 1B attached.

The Construction Manager should not base their proposal on the acceptance of the use of a Subcontractor default coverage. The University would consider such coverage only if there is no less than an eighteen (18) percent savings from the actual costs submitted at the time of the subcontractor bids. The percentage for changes along with the savings must be presented to the University for final consideration prior to agreement.

7. Connecticut Sales and Use Tax

The University of Connecticut is a tax-exempt institution. The Proposer shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Proposal. A Sales Tax Certificate is available from the Purchasing Department upon written request.

8. Proposer's Qualifications

In the Pre-Qualification to submit Proposal Documents for this project, the University has reserved the right to request additional information from prospective Proposers beyond what may have been submitted in any Application and Statement of Qualifications in response to the Invitation to Pre-Qualify. The University has also reserved the right to find any Proposer to be non-responsible with respect to a specific project notwithstanding the fact that the Proposer may have previously been pre-qualified pursuant to the pre-qualification process. The University reaffirms these reservations of rights. In finding that a Proposer is non-responsible, the University may rely upon any information obtained prior to or subsequent to a finding that Proposer is pre-qualified.

9. The Owner Controlled Insurance Program

The University of Connecticut is implementing an Owner Controlled Insurance Program ("O.C.I.P.") for this project. In an O.C.I.P., the Owner purchases most of the insurance to cover the Worker's Compensation losses, and General Liability losses (and possibly other coverages for other risks) associated with construction of the Project. This insurance covers the Owner, Contractor and Subcontractors of all tiers, but not vendors, materialmen or suppliers coming onto the construction site. The purpose of the O.C.I.P. is to enhance safety and reduce overall project insurance costs. Some of the benefits of the O.C.I.P. include ensuring the availability of dedicated limits for the project, a comprehensive and uniform safety program, elimination of duplicate insurance coverage, broader insurance coverage, optimum insurance rates, improved claim handling procedures, and allowing small and disadvantaged contractors to participate in the project.

SINCE THE OWNER IS PURCHASING THE INSURANCE COVERING CONTRACTORS AND SUBCONTRACTOR'S WORK PERFORMED AT OR FROM THE PROJECT WORK SITE, THE PROPOSER SHALL NOT INCLUDE THE COST OF THIS INSURANCE IN ITS PROPOSAL, AND THE PROPOSER IS REQUIRED IN THE PROPOSAL FORM TO INCLUDE A STATEMENT CERTIFYING THAT SUCH COSTS ARE NOT INCLUDED.

10. Subcontractors

- A. Every subcontract under this award will be prequalified specifically for this project. Such prequalification shall be performed openly and publically **and shall not be limited.**
- B. The Construction Manager shall not contract with a person or entity who appears on the State of Connecticut Labor Commission Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through <http://ctdol.state.ct.us> or the Federal List of Excluded Parties Listing System available through <http://epls.arnet.gov> or the State of Connecticut Commission on Human Rights and Opportunities Debarment List.
- C. The Proposer further agrees and warrants that he will make good faith efforts to employ minority business enterprises as Subcontractor and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.
- D. For every contract with the University for the construction, alteration or repair of any building or work, (1) the Construction Manager, within 30 days after payment to the Construction Manager by the University, shall be required to pay any amounts due any Subcontractor whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Construction Manager and paid by the University; (2) the Construction Manager shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Construction Manager which encompasses labor or materials furnished by such Subcontractor.

- E. Within five days after the execution of an Amendment authorizing any construction work or, in the case of an approval of a substitute Subcontractor by the University, within five days after being notified of such approval, the Construction Manager shall present to each Subcontractor which will be performing the work:
1. A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes, which form is appended hereto as Exhibit "F". Attachments/other forms of Subcontract are permitted as long as all the basic elements of Exhibit 2A are covered and any expanded language in no way conflicts with the intent of Exhibit 2A. A copy of your firms' standard subcontract is required to be submitted with your proposal for consideration.
 2. A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the Construction Manager to perform the agreement to execute a subcontract in the form hereinafter set forth, with the Construction Manager, shall select another Subcontractor, only with the approval of the University. When seeking approval for a substitute Subcontractor, the Construction Manager shall provide the University with all documents showing (A) the Construction Manager's proper presentation of a subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new Subcontractor's price is higher. The Construction Manager shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.

11. Working Day

A working day is hereby defined as each consecutive day, including and following the date set for commencement of work, except Saturdays, Sundays and legal holidays and except those days on which, in the opinion of the University, the Construction Manager and its subcontractors are prevented by inclement weather from proceeding with work on the major items under construction at the then current stage of the work for at least eight (8) hours with the usual force employed on these major items, provided, however, that in the event the University directs or permits work to be performed on a Saturday, Sunday or legal holiday, then such day shall be considered a working day.

12. Non-Discrimination, Affirmative Action, Executive Orders and Other Required Provisions

12.1 NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS:

- 12.1.1 Non-discrimination. References in this section to "Contract" shall mean the execution of AIA 101 or Purchase Order Contract; and references to "Contractor" shall mean the person or entity that will be solely responsible for execution of the work.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin,

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

If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (b) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing

such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (f) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, 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; (2) 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) 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 which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

13. Post Bid Information

A. Affirmative Action

1. Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than \$500,000.00; or, if the successful Construction Manager (its construction component/entity) has 50 or more employees, and the Contract for this project is in excess of \$50,000.00, then: In the event that the Construction Manager's Proposal is accepted, after acceptance, but before a contract is awarded, the successful Construction Manager shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Construction Manager that it will amend its plan to conform to affirmative action requirements. If the Commission authorizes the award or execution of the Contract in advance of the Commissioner's approval of the Construction Manager's Affirmative Action Plan, the University shall withhold 2% of the total Contract Price per month from any payment made to such Construction Manager until such time as the Construction Manager has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provision of this Section, a Construction Manager subject to the provisions of this Section may file a plan in advance of or at the same time as its Proposal.
2. The University shall not enter into a contract with any Proposer unless the Proposer or prospective Proposer has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.
 - a. Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.
 - b. Communicate to and inform all project subcontractors regardless of tier, and labor referral organization (if applicable) about project equal opportunity and AAP expectations and performance requirements.
 - c. Compile all on site Construction Manager MONTHLY EMPLOYMENT UTILIZATION REPORTS (form CHRO cc-257) and submit a cumulative report for the project each month to report on Construction Manager Compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract-awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar month during the pendency of the on-site construction work of the project.
 - d. Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
 - e. Compile and submit a QUARTERLY SMALL CONSTRUCTION MANAGER AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (FORM CCHRO cc-258) to report on the participation of such Construction Manager s identified to participate on the project. The report shall be submitted to the contract-awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.
 - f. Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
 - g. Participate in project job meetings to inform the project Construction Manager about project equal opportunity and AAP performance.
 - h. Coordinate "External Communication" section (employment outreach) of Construction Manager AAP

for all employment opportunities resulting during the course of the project and maintain documentation of all contacts and responses.

3. The University shall not enter into a contract with any Proposer unless the Proposer or prospective Proposer has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.

B. Union Labor

Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Proposers submitting proposals for this work.

C. Labor Market Area

All Proposers shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the construction work under the Contract is to be done and the penalties for violations.

D. Wage Rates

1. If this project involves new construction of a building or other structure or improvement, and the total cost of all Construction Work to be performed by Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then:
 - a. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Construction Manager who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
2. The Construction Manager shall request from the Office of Capital Project & Contract Administration a copy of any new wage rate determination twenty (20) days prior to requesting bids/proposals for this project.
3. The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an addendum. The Construction Manager agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

4. **Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

E. Tax Identification

The Construction Manager shall furnish to the Owner, at the time of execution of any Amendment authorizing construction, the following information:

1. The identity and addresses of all subcontractors performing work on the project.
2. The Connecticut tax registration numbers of the Construction Manager and all subcontractors (all tiers).
3. The Federal Social Security account numbers, or Federal Employer Identification numbers, or if applicable, for the Construction Manager and all subcontractors (all tiers).

The aforementioned information shall be continuously updated by the Construction Manager to reflect any additions or changes to the previously identified subcontractors. Any final additions or changes to this information shall be submitted to the Owner with the Construction Manager's application for final payment.

14. AFFIDAVITS/ETHICS AFFIRMATIONS

Affidavits/Ethics Affirmations to be completed in accordance with the instructions provided on the OPM website for each Affidavits/Ethics Affirmations.

Use the following website to obtain and execute the listed forms

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

OPM Ethics Form 1 Gift and Campaign Contribution Affidavit

OPM Ethics Form 5 Consulting Agreement Affidavit

OPM Ethics Form 6 Affirmation of Receipt of State Ethics Laws Summary

OPM Iran Certification Form 7

Nondiscrimination Certification Form C

[\(http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806\)](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination of series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached **SEEC Form 11**.



**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106-1628**

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an

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individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT 1A

CM / GC / PRIME TRADE PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____, (hereinafter called the Principal), as Principal, and _____ a corporation duly established under the laws of the State of _____ and duly authorized to transact business in the State of Connecticut (hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto the UNIVERSITY OF CONNECTICUT, as Obligee, in the sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has entered into or intends to enter into a written contract (the "contract") with the University of Connecticut for the construction of _____, which contract, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the University of Connecticut, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract; and also faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duty authorized modifications of the contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the University of Connecticut of any extension of time for the performance of the contract or any other forbearance on the part of either the University of Connecticut or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

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

Signed, sealed and executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Principal

Witness as to Principal

Signed, Sealed and Executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Attorney-in-Fact

Witness as to Surety(ies)

EXHIBIT 1B

CM / GC / PRIME TRADE LABOR & MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of,
_____, (hereinafter called the Principal) as Principal, and
_____ a corporation duly established under the laws of the State of
_____ and duly authorized to transact business in the State of Connecticut (hereinafter called
the Surety(ies)) as Surety(ies), are firmly bound and held unto the UNIVERSITY OF CONNECTICUT, as Obligee, in the sum of
_____ DOLLARS (\$) _____, for the payment of which the
Principal and Surety(ies) bind, themselves, their successors, assigns, heirs, executors, and administrators, jointly and severally
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has entered into or intends to enter into a written contract (the "contract") with the University of
Connecticut for the construction of _____,
_____, which contract, together with all plans and specifications now made
or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and
made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the Principal faithfully makes payment for all materials and labor used or employed in the
performance of the contract, as required by the contract documents and the General Statutes of Connecticut, as
amended, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond is
provided pursuant to Sections 49-41 et seq. of the General Statutes of Connecticut and shall be governed thereby,
and in the event of the Principal's failure to make such required payment, the unpaid subcontractor or supplier
shall have all rights against the surety set forth therein or as otherwise provided by applicable law.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the
giving by the University of Connecticut of any extension of time for the performance of the contract or any other
forbearance on the part of either the University of Connecticut or the Principal, one to the other, shall not in any
way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors,
administrators, successors or assigns from liability hereunder, and notice to the surety(ies) of any such alteration,
modification, extension or forbearance is hereby specifically and absolutely waived.

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

Signed, sealed and executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Principal

Witness as to Principal

Signed, Sealed and Executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Attorney-in-Fact

Witness as to Surety(ies)

SUBCONTRACTOR PERFORMANCE BOND

BOND NO. _____

CONSTRUCTION MANAGER CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____, (hereinafter called "the Principal"), as Principal, and _____ a corporation duly established under the laws of the State of _____ and duly authorized to transact business in the State of Connecticut (hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto _____ (hereinafter called "the Construction Manager") and the UNIVERSITY OF CONNECTICUT, as Obligees, jointly and severally, in the sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has entered into or intends to enter into a written subcontract (the "subcontract") with the Construction Manager in connection with the University of Connecticut construction project known as _____, Project No. _____, which subcontract, together with all plans and specifications, now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the subcontract during the original term of the subcontract and any extensions thereof that are granted by the Construction Manager or the University of Connecticut, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract; and also faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duty authorized modifications of the contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the subcontract, or in the work done or to be done under it, or the giving by the Construction Manager or the University of Connecticut of any extension of time for the performance of the subcontract or any other forbearance on the part of either the Construction Manager or the University of Connecticut or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

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

Signed, sealed and executed at _____ this _____, day of _____, 20_____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Principal

Witness as to Principal

Signed, Sealed and Executed at _____ this _____, day of _____, 20_____.

Signed, sealed and delivered in the presence of : _____ (L.S.)
Attorney-in-Fact

Witness as to Surety(ies)

**SUBCONTRACTOR LABOR & MATERIAL PAYMENT BOND
CONSTRUCTION MANAGER CONTRACT**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of, _____, (hereinafter called the Principal) as Principal, and _____ a corporation duly established under the laws of the State of _____ and duly authorized to transact business in the State of Connecticut (hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto _____ (hereinafter "the Construction Manager") and the UNIVERSITY OF CONNECTICUT, as Obligees, jointly and severally, in the sum of _____ DOLLARS (\$ _____), for the payment of the Principal and Surety(ies) bind, themselves, their successors, assigns, heirs, executors, and administrators, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has entered into or intends to enter into a written subcontract (the "subcontract") with the Construction Manager in connection with the University of Connecticut construction project known as _____, Project No. _____, which subcontract, together with all plans and specifications, now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the Principal faithfully makes payment for all materials and labor used or employed in the performance of the subcontract, as required by the subcontract documents and the General Statutes of Connecticut, as amended, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond is provided pursuant to Sections 49-41 et seq. of the General Statutes of Connecticut and shall be governed thereby. In the event of the Principal's failure to make such required payment, the unpaid subcontractor or supplier shall have all rights against the surety(ies) as set forth therein and as otherwise afforded by applicable law.

Any alterations which may be made in the terms of the subcontract, or in the work done or to be done under it, or the giving by the Construction Manager of any extension of time for the performance of the subcontract or any other forbearance on the part of either the Construction Manager or the University of Connecticut or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

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

Signed, sealed and executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of: _____ (L.S.)
Principal

Witness as to Principal

Signed, Sealed and Executed at _____ this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of : _____ (L.S.)
Attorney-in-Fact

Witness as to Surety(ies)

EXHIBIT 2A

SUBCONTRACT

THIS AGREEMENT made this _____ day of _____ 200____,

by and between _____ a corporation organized and existing under the laws of _____ a partnership consisting of an individual doing business as _____ hereinafter called the "Contractor" and _____ a corporation organized and existing under the laws of _____ a partnership consisting of _____ an individual doing business as _____ hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for _____ (*Name of Subtrade*) and Drawings referred to therein and Addenda No. _____ and _____ for the _____ (*Complete title of project and the project number taken from the Title page of the Project Manual*) all as prepared by _____ for the sum of _____ (\$ _____) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following Alternates:

Alternate No (s) _____

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described Contract Documents (including all general and supplementary conditions stated therein which apply to his trade) and Addenda No. _____ and _____ and _____, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those Documents assumes to the (*Awarding Authority*) _____, hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontract by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

(2) The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the General Contractor for each

subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

(3) The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this Subcontract, evidence of worker's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

(4) The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

(5) In the event of any conflict or inconsistency between the University of Connecticut's Subcontract form and the Contractor's standard Subcontract form, the provisions of the University of Connecticut's Subcontract form shall prevail. Any standard Subcontract form used will be attached hereto as a supplement to the University of Connecticut's Subcontract form.

(6) This agreement is contingent upon the execution of a general Contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

ATTEST

By:

(Name of Subcontractor)

SEAL

By:

ATTEST

(Name of Contractor)

EXHIBIT H
INSURANCE INFORMATION FORM (O.C.I.P)

PROJECT NUMBER: 901772

DATE: _____

I. Agreement: Constructor and Subcontractors of every tier (the successful Construction Manager for the Contract awarded pursuant to this specification) agree to permit Owner or its Representatives and Agents to audit the insurance policies, payroll records used in determining the premium cost outlined above and any other documents deemed necessary by the Owner or its Representatives and Agents to audit the insurance information. Constructor and Subcontractors agree to assign (and execute any document required) any and all dividends, returns or refunds to Owner, which may occur under the O.C.I.P. insurance policies.

Proposer
Signed By: _____ Title: _____

Date Submitted: _____

II. Proposer's Insurance Broker or Agent certifies that the information contained on this Proposal Form is true and correct as of the date hereof.

Name: _____ Contact: _____

Address: _____ Phone: _____

Signed By: _____ Title: _____

Date Submitted: _____

Proposer's Name: _____

EXHIBIT H-PAGE 2

Subcontractor to:
(If Applicable)

Constructor's Name: _____

Address: _____ Contract #: _____

Phone: () _____

Project Name: _____

Scope of Work: _____

Contract Amount: _____ Est. Payroll: \$ _____

Est. Start Date: _____ Est. End Date: _____

1. Workers Compensation Information (project site only):

Classification	W.C. Code	Current Rate	X	Payroll =	Premium
1. _____	_____	\$ _____		\$ _____	\$ _____
2. _____	_____	\$ _____		\$ _____	\$ _____
3. _____	_____	\$ _____		\$ _____	\$ _____
4. _____	_____	\$ _____		\$ _____	\$ _____
5. _____	_____	\$ _____		\$ _____	\$ _____

(Attach work, sheet if more than 5 codes are used)

TOTALS: \$ _____ \$ _____

Experience Modifier: X _____
 Modified Premium: _____
 Employers' Liability: + _____
 Total Modified Premiums: \$ _____

EXHIBIT H-PAGE 3

Regular Workers Compensation Insurer: _____

Experience Rating Date (Policy Effective Date): _____

Interstate Bureau I. D. #: _____

Federal Employer I. D. #: _____

	<u>Current Rate</u>	X	<u>Payroll</u>	= <u>Premium</u>
	(Per \$100 of Payroll, or \$1,000 or Receipts)			
II. General Liability:	\$ _____		\$ _____	\$ _____
III. Excess/Umbrella Liability:	\$ _____		\$ _____	\$ _____
IV. Completed Operations (3 yrs.):	\$ _____		\$ _____	\$ _____
V. Lower-Tier Contractor Premiums: (Excluding Auto):				\$ _____
VI. Total Premium (I + II + III + IV + V):				\$ _____
VII. Overhead, Contingency and Profit on Insurance Premiums:				\$ _____
VIII. Total Amount Excluded From Bid (VI + VII):				\$ _____

IX. **AGREEMENT:** Contractor agrees to permit the Project Owner, or its Agent, to inspect the insurance policies and payroll records used in determining the premium cost outlines above. (As per the General Conditions of your contract)

EXHIBIT H-PAGE 4

Signed By: _____

Title: _____

Print Name: _____

Date: _____

X. Contractor's Insurance Broker or Agent:

Name: _____

Contact: _____

City: _____

Phone: _____

EXHIBIT A

FORM OF PROPOSAL

Date: _____

PROPOSAL OF: _____
PROPOSERS NAME

PROPOSERS ADDRESS

Mary Kate Sullivan, Purchasing Agent II
UConn Health
Campus Planning, Design & Construction
16 Munson Road – 4th Floor
Farmington, CT 06030-1025

Dear Ms. Sullivan:

1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Prequalify and Pre-qualification documents, Request for Proposal, Conditions and Requirements of the Proposal, the Form of Contract, including the conditions thereto, the form of required bonds and the other documents of the Invitation for Proposal package, I (we) proposed to furnish the labor and/or materials required for the project named and numbered on the Proposal Form of this proposal to the extent of the Proposal submitted herein, furnishing all necessary services, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications and/or drawings together with all addenda issued and in conformity with requirements of the University and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Proposal Form, hereof.
2. This proposal is submitted subject to and in compliance with the foregoing and following conditions and/or information.
 - A. AWARD: All proposals shall be subject to the provisions and requirements of the Proposal Documents and for purpose of award; consideration shall be given only to proposals submitted by previously pre-qualified and responsible Proposers.
 - B. COMMENCEMENT AND COMPLETION OF WORK: Construction Manager shall commence and complete the work in accordance with the requirements of the Contract Documents.
 - C. If the Construction Manager fails to achieve Substantial Completion of the Work by the Substantial Completion Date, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the per diem sum of \$500 per day commencing upon the first day following the Substantial Completion Date and continuing until the actual date Substantial Completion is achieved. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

D. INSURANCE

1. We (I) acknowledge the University's Insurance Requirements included within the contract defined in Article 11 of the General Conditions. We (I) further acknowledge that the University reserves the right to modify these requirements as deemed necessary and in the best interest of the University.
2. The University has implemented an Owner Controlled Insurance Program ("O.C.I.P."), which will require the participation of the Construction Manager.
3. The Proposer certifies that the prices set forth in the Form of Proposal DOES NOT include any costs for insurance which will be provided under the O.C.I.P

E. REQUIRED PERCENTAGES OF WORK AND SET-ASIDES

1. We (I) shall meet the requirements to award not less than 30% of the total Contract Price to subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program, of which 10 % (of the total Contract) must be awarded to Women Owned or Minority Owned Businesses. We (I) further acknowledge that these requirements must be met even if the Construction Manager is certified and eligible to participate in the Small Business Set-Aside Program. Set Aside Contractor Schedule documents shall be submitted by the Construction Manager prior to the execution of the Amendment to the Contract which establishes the Guaranteed Maximum Price for the Contract. The University reserves the right to require a Set-Aside Program beyond the minimum statutory requirements as detailed in CT General Statutes.

F. STATEMENT OF PROPOSERS' QUALIFICATIONS AND INTENTION OF OBJECTIVE CRITERIA:

1. We (I) have already completed and submitted the Questionnaire and other submissions required by the University in its Invitation to Pre-Qualify, regarding the Construction Managers qualifications. If changed circumstances arising since the initial submission, or other facts have occurred which would result in a material change to any of the initial responses or submissions, we (I) shall provide any such supplementary or revised information at this time, along with its proposal.
2. We (I) acknowledge, in the Pre-Qualification Documents for this project, the University has reserved the right to request additional information from prospective Proposers beyond what may have been submitted in any Application and Statement of Qualifications in response to the Invitation to Pre-Qualify. The University has also reserved the right to find any Proposer to be non-responsible with respect to a specific project notwithstanding the fact that the Proposer may have previously been pre-qualified pursuant to the pre-qualification process. The University reaffirms these reservations of rights. In finding that a Proposer is non-responsible, the University may rely upon any information obtained prior to or subsequent to a finding that a Proposer is pre-qualified. We (I) acknowledge, if the Proposer submitting this proposal has, in support of its application to pre-qualify for this project, submitted a financial statement of a "parent" or affiliated entity in connection with the Contractor's Qualification Statement contained in the Pre-qualification documents, then the Proposer must attach, and return, along with these Proposal Documents, an acknowledgment, in a form satisfactory to the University, executed by a duly authorized officer or representative of the affiliated entity, that the affiliated entity will "guarantee" to the satisfaction of the University, the financial capability and

stability of the Contractor/Constructor, and that the assets of the affiliated entity will be available to respond to any default or failure to comply with the Contract Documents by the Proposer.

G. NONDISCRIMINATION & LABOR RECRUITMENT:

We (I) agree that the Contract awarded for this project shall be subject to the Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973 respectively and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O.3 1, when and as requested.

H. FEDERAL & STATE WAGE DETERMINATION

We (I) acknowledge that the University requires that we use the Wage Rates supplied in the Request for Proposal to be paid under this project.

1. Each Construction Manager who is awarded a contract shall be subject to provisions of the Connecticut General Statutes, Sections 31-53 and 31-54. The Construction Manager agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor.
2. When soliciting bid prices for the GMP, consideration should be given to Sections 31-53 and 31-54 of the Connecticut General Statutes, as noted above.
3. Any annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor, will be posted each July 1st on the Department of Labor website: . Such prevailing wage adjustment as referred to in these paragraphs will not be considered a basis for an annual contract amendment.

I. CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY NON-SEGREGATED FACILITIES

1. The Construction Manager and Subcontractors are obligated to fill out the forms provided by the University of Connecticut Office of Capital Project and Contract Administration and agree to certify to the compliance of non-segregated facilities.
2. We (I), the undersigned, hereby declare that we are (I am) the only person(s) interested in the proposal and that it is without any connection with any other person making any proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise there from. This proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to propose or refrain from proposing or to influence the amount of the proposal of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person proposing for the same work and this proposal is made with distinct reference and relation to the documents, plans and specifications prepared for this Contract. We (I) further declare that in regard to the conditions affecting the services and work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.
3. Each class of work in excess of \$1.00 shall be the matter of a subcontract made in accordance with the procedures set forth in the Conditions and Requirements of the Proposal and Contract Documents.

- 4. We (I) the undersigned, agrees that if selected as Construction Manager, it shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute an original contract in accordance with the terms of these documents.
- 5. We (I) the undersigned, agrees and warrants that it shall comply without exception, to employ minority business enterprises as consultants, subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as required by the Commission concerning its employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.

J. We (I) are in compliance with the “**Invitation for Proposals for a Construction Manager**”, has examined the Proposal Documents, all supplementary documents, the designated site, materials, labor and other resources and hereby proposes to furnish all required services, labor, and other resources, materials, equipment and all other aspects required for the project in accordance with the Proposal Documents, of which this is a part, and the Contract Documents, for the Contract Price specified below subject to additions and deductions according to the terms of the Contract Documents.

K. This Proposal includes Proposal Clarification(s) through and including: _____

L. Proposed Construction Management All Inclusive Fee: Must be stated as a Percentage and in Dollars of the Construction Budget of Thirty Million Five Hundred Thousand Dollars (\$30,500,000)

_____ Percent _____ %
(Written) (Figures)

_____ Dollars\$ _____
(Written) (Figures)

M. Proposed Cost Of General Conditions:

_____ Dollars\$ _____
(Written) (Figures)

N. Proposed All Inclusive Fee For Pre-Construction Services:

_____ Dollars\$ _____
(Written) (Figures)

All proposed fees and costs are to be all inclusive and include but are not limited to: base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal costs and accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication. Such proposed fees shall be for the entire duration of the contract.

O. Proposed Schedule-Estimated Durations Per Phase:

Preconstruction Est. Start Date: _____ **Estimated Completion Date:** _____

Construction Est. Start Date: _____ **Estimated Substantial Completion Date:** _____

If this proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal and each Joint Venture agrees to be bound by the terms and conditions thereof:

TO BE FILLED IN AND SIGNED BY THE PROPOSER

Signed this _____ day _____ of 20____
Project Number:
Firm Name:
Street:
City State Zip Code:
Telephone Number:
Fax Number:
Duly Authorized Title:
(TO BE FILLED IN AND SIGNED BY JOINT VENTURER IF APPLICABLE)
Firm Name:
Street:
City/State/Zip Code:
Telephone Number:
Fax Number:
Duly Authorized/Title:

STATEMENT OF CONTRACT AND TERMS & CONDITIONS ACCEPTANCE

By submitting a Proposal, the Proposer represents that they have examined the site, and accept the conditions under which the work will be performed and have read, evaluated, understand, and accept all the Contract Documents, and their content in their entirety and have included all provisions necessary to accomplish all work according to the information and requirements prescribed therein without exception.

A draft of the contract has been included in the Request for Proposals for the Main Building Renovations-Project 2, Project Number: 901772. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Proposer accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Proposer at any time will not be considered.

SUBMITTED FOR (print):

Firm: _____

Address: _____

SUBMITTED BY (signature): _____

Name (print): _____

Title: _____

Telephone: _____

Date: _____

Witnessed by: _____

Note: The Form of Proposal must be initialed at the bottom right hand corner of each page and signed by a duly authorized representative of the Proposer. (NO FACSIMILE SIGNATURE PERMITTED.)

END FORM OF PROPOSAL

Policies and Procedures for State Funded Projects
in the Amount of
\$20 Million Dollars or More

1. Construction Manager At Risk (CMR)/General Contractor (GC) must meet with the Commission on Human Rights and Opportunities (CHRO) Contract Compliance Unit (CCU) Supervisor and provide:
 - a. details for how the CMR/GC will make good faith efforts to solicit small businesses and small businesses owned by persons with disabilities, ethnic minorities and women.
 - b. details for how the CMR/GC will break out each trade package to allow small businesses and small businesses owned by persons with disabilities, ethnic minorities, and women to not only bid but to actually be able to perform on the project.
 - c. the supplier diversity goals the CMR/GC will assign to the overall project (to be discussed).
 - d. the trades the CMR/GC will solicit as trades for set-aside companies only.
 - e. An understanding that each company awarded one of the trade packages aforementioned must file a Supplier Diversity Plan (i.e. a Set-Aside Plan) and have it approved by the CCU.
2. CMR/GC must invite a CHRO CCU Representative to its open houses (i.e. all information sessions, pre-bid meetings, etc.) to reiterate this policy to the attendees. A CCU approved handout, to be distributed to the attendees, may be substituted.
3. The CMR/GC must submit a full Affirmative Action Plan (AAP) with sections 11 and 12 incomplete. Section 11 should bear this language: “XYZ Company will submit the requested information each month once bidding has begun, until the project has been completely bought out.” For Section 12, the CMR /GC must complete, sign and date the statement provided on Attachment IIIa, whether or not the project is a design build.
4. Once the job has been completely bought out, the CMR/GC must provide CHRO with a revised Attachment III.
5. Once the job has been completely bought out, the CMR/GC is to provide CHRO with a spreadsheet that contains the following columns:
 - a. Bid/trade packages that lists the type of trade;
 - b. Bid/trade package numbers (i.e. CMR/GC identifier);

- c. Indicates if the trade package is a set-aside package only (i.e. could only be awarded to a S/M/W/DisBE)
 - d. Lists the name of each company that was awarded one of the trade packages listed;
 - e. Indicates whether each company listed is an S/M/W/DisBE
 - f. List the contract amount (each contract must be listed separately and provided a separate bid package number);
 - g. List each trade package SBE goal percentage;
 - h. List each trade package MBE goal percentage;
 - i. Indicate whether each company listed will file a Plan or not;
 - j. Provide a column for CHRO comments; and
 - k. Provide a column for CHRO to indicate whether the company's Plan has been approved or not.
6. Each company, as indicated on the CMR/GC spreadsheet, must file a Set-Aside Plan (SAP) and have that SAP approved by CHRO.
 7. Each company, as indicated on the CMR/GC spreadsheet, that is filing an SAP must also adhere to CHRO's monthly and quarterly report filings.
 8. The CMR/GC AAP and its subcontractors' SAPs are then monitored as if each project was separate, until the overall project is concluded. Then each subcontractors' actual SBE and MBE goals are calculated to determine if the CMR/GC actually met its SBE% and MBE% supplier diversity goals for the entire project.

UNIVERSITY OF CONNECTICUT GUIDELINES FOR CM PREQUALIFICATION OF SUBCONTRACTORS, BIDDING PROCESS AND GMP REVIEW

The purpose of this document is a guide to ensure that the CM is fairly and reasonably evaluating the ability of interested subcontractors to perform well, without unduly restricting competition. The objective is to have the largest number of qualified subs per each trade category and also meet or exceed CHRO requirements. Key items that will be required from the CM prior to starting the prequalification process are listed but not limited to the following:

- Sole Sources: Sec. 4e-22 requires in writing, justification (preferably from the Engineer or Architect of record who is specifying) “that there is only one source for the required supply, service or construction item, provided sole source procurement is not permitted unless a requirement is available from only a single supplier. If the Plans and Specifications call for a single manufacturer or provider for a particular system or equipment/product, the CM must obtain a sole source justification”.

The justification form must be obtained from the University’s CPCA Representative. CM must have the AE of Record for the project fill out providing the justification as to the reasons that only one manufacturer source can provide what is being specified. Such sole source justification document must be provided with the request to begin the prequalification process.

- Establishing the Trade Packages. The CM must present to the University their approach on how they intend on formulating the Prime Trade Packages.
 - Outline each prime trade package and the total estimated value anticipated for all the work assigned under it. Provide further breakdown of all sub-trade work that is anticipated to be assigned under each prime trade package and the estimated cost of each of the sub-trade work.
 - Anticipated approach to meeting or exceeding CHRO requirements. If the intent is to set aside certain prime trade packages, such packages must be identified prior to advertising and must be clear in the advertisement that the package is a set-aside package.

Attached are documents for reference regarding CHRO requirements for this project. Additional outreach efforts will be a requirement and can be accommodated at the Storrs campus. We encourage SBE/MBE participation and will work with CHRO to achieve such goals. However it remains the responsibility of the CM to determine the best approach on establishing and setting aside trade packages that will achieving the CHRO goal of 30/10 while maintaining competitiveness? Communication between your firm and CHRO shall include the University’s Representatives.

The University wants the following to be clear to all applicants., The CM when formulating how they intend on putting together the bid packages and establishing the GMP, must take into account that they (and their subsidiaries, sister companies etc) are not allowed to self perform or provide material/equipment for ANY of the work.

UNIVERSITY OF CONNECTICUT GUIDELINES FOR CM PREQUALIFICATION OF SUBCONTRACTORS, BIDDING PROCESS AND GMP REVIEW

STARTING THE PROCESS WITH PREQUALIFICATION:

Notify University's CPCA Representative at Storrs that you wish to start the Prequalification Process.

INVITATION FOR PREQUALIFICATION:

- 1) Provide the final draft Invitation to Prequalify Advertisement for review and acceptance by the University's CPCA Representative. The Invitation must reflect the following:
 - a) University's Project Name and Project Number as it appear on your contract.
 - b) Brief overview of the Project Scope.
 - c) List of each Trade Labor Packages being qualified. Estimated value of the package must be clearly outlined within the advertisement.
 - d) Set-aside packages must be identified prior to advertising, after which no package shall be changed to a set-aside prior to bidding. Clearly list all Trade Labor Packages determined to be evaluated as set-aside package. Estimated value of the package must be clearly outlined within the advertisement.
 - e) Length of time given to submit an application shall not be less than three (3) weeks.
 - f) Any Trade packages and sub-tier trade packages where it is estimated to be \$500,000 or more must be identified and that the applicant must be prequalified with DAS at the time they submit their application for prequalification. Any applicant who is not DAS prequalified and who has not represented such in their application, shall be a non-responsive applicant and not be deemed qualified.
 - g) Specific language provided by the University's Procurement Supplier Diversity Program must be obtained and presented within the advertisement prior to posting.

PREQUALIFICATION APPLICATION:

- 1) Provide the final draft Prequalification Application for review and acceptance by the University's CPCA Representative. The University CPCA Representative will review the CM's prequalification application for the following:
 - a) Experience of the company with projects that are similar in scope and nature. **Minimum percentage required 40% for self performance** of the identified trade package being applied for, regardless of DAS certifications or prequalification.
 - b) Financial capacity.
 - c) Bonding capability and capacity.
 - d) Technical and managerial ability, including safety. Experience of the Superintendent and/or Foreman proposed to manage the contract.
 - e) Integrity.
 - f) Conflict of Interest.
 - g) Any other CM requirements that may be a disadvantage to some subcontractors shall be reviewed and if it is deemed that it is posing an unfair advantage or disadvantage will be requested that the requirement be removed or altered for inclusion.
- 2) Information that the CMs requests in their prequalification application needs to relate to the purpose and objectives of the process, such as the issues identified in above. CMs need to be mindful of how they formulate their Trade Packages and the Prequalification to be able to answer clearly to the University such questions as, but not limited to:
 - a) What would lead you to disqualify a sub based on their answer to a particular question? What are your criteria, if any?

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- b) Does the sub have the opportunity to explain something that doesn't meet the norm, such as an EMR over "x", or a change of name, or a legal claim?
 - c) What analysis do you use to evaluate financial statements, and is that analysis standard accounting practice?
 - d) What are the insurance limits and coverage that the CM is requiring of the subcontractor? The insurance requirements should match what is reflective within your contract as minimum.
 - e) Special Provisions/Requirements: If the specifications require trade certifications, special licenses, etc., such requirements are to be identified as a condition to being eligible for prequalification under the CM's prequalification process. Such conditions would apply if the applicant is self performing that specific trade package work.
 - f) If the estimated cost of the trade package is \$500K or more, they must demonstrate that they are DAS prequalified *as a condition* to being eligible for prequalification under the CM's prequalification process.
- 3) Because the University is a state agency, answers to the following questions must be obtained from the prospective trade contractors **that are not** an SBE/MBE or **are not** already DAS certified with the State, you must ask the firms to provide answers to the questions below. From the answers provided, you must consult with the University if you receive any affirmative answers.
- a) Has your firm ever had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute 31-57c) **YES / NO**
 - b) Has your firm ever had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute 31-57c) **YES / NO**
 - c) Has your firm ever had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute 31-57c) **YES / NO**
 - d) Has your firm ever been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? **YES / NO**
 - e) On a separate sheet of paper, identify any OSHA citations within the past five (5) years under present business name or any past business name. Have you been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Additionally list any criminal convictions related to the injury or death of any employee. (Connecticut General Statute 31-57b)
 - f) Has your firm ever appeared on any list published by the Connecticut State Labor Department of persons or firms that have been found by the National Labor Relations Board and by a final decision rendered by a Federal Court to have been in violation of the National Labor Relations Act, 29USC 151 et. seq. or to have been found in contempt of court by a final

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decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations?

(Connecticut General Statute 31-57a) **YES / NO**

g) On a separate sheet of paper, identify any instances within the previous five years in which you or any entity in which you have an interest, has appeared on a list published by the State of Connecticut Labor Department of persons or firms which the Labor Department has found to have disregarded or violated your obligations to employees and subcontractors on public works projects under Connecticut General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Beacon Act, 40 U.S. C. 276a-2. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a) On the same sheet describe the policies and procedures that you would implement on this project to ensure that you will remain in compliance with the statutory wage rates and payment of wages as noted above.

h) On a separate sheet of paper identify any instances in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your firm of any provision of Part III of Chapter 557 (CT General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) during the past five calendar years. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. On the same sheet of paper describe the policies and procedures that you would implement on this project to ensure that you will remain in compliance with the statutory wage rates and payment of wages as noted above.

i) State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. If so, provide on a separate sheet of paper date(s), details, disposition and docket number(s) for each such instance.

- 4) For those packages being straight bid out or prequalified where the packages are identified as an SBE/MBE set-aside or is valued \$500,000. or more which requires DAS certification, you are not to require a response to questions listed under item 3. The information can be obtained through the DAS system, through the University's CPCA Buyer assigned to the project. Such information shall be reviewed and taken into consideration when evaluating an applicant for prequalification. You must add this information into your prequalification process.
- 5) The CM is to periodically schedule a meeting to review the progress of the prequalification process with the University's Project Manager, the Supplier Diversity Program Manager and CPCA Buyer assigned to the Project.
 - a) If there are no responses received for any particular trade package, the CM must repost the advertisement and demonstrate that they have reached out into the contracting community to create interest in the project and bidding it.

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- b) Minimum of three prequalified subcontractors is required per each trade package estimated contract value of \$100,000. or more. Should the initial response to the invitation to prequalify fail to produce a minimum of three prequalified subcontractors, the CM must re-advertise to supplement the list.
- c) For those trade packages that are estimated value of less than \$100,000, a formal competitive public advertisement process must be issued in conjunction with the Invitation to Bid issued to the Prequalified Trade Packages previously established.
- d) Provide a matrix by Trade Package with the list of the applicants received for each trade package. The matrix should reflect the following:
 - List each Trade Package and the sub-division work assigned under it.
 - List all the names of the firms who submitted applications, including those that were received after the due date and time. If you turned away an application delivery, you do not have to list it.
 - The firms that submitted after the due date and time, you must reflect as rejected and note late delivery.
 - Provide a column for checking the following:
 - DAS certification reflecting status of their application. Outline any submissions that are under consideration of a rejection and note the reason(s) why. Note the date of the advertisement that was posted in the newspapers and DAS.

ADVERTISING THE PROJECT FOR PREQUALIFICATION:

- 1) Must be advertised in a minimum of two local papers/publications
 - a) Waterbury Republican American, New Haven Register, or Norwich Bulletin (where applicable closest to project site), directing all interests to the DAS state contracting portal.
- 2) Electronic Media
 - a) Department of Administrative Services (DAS) state contracting portal
 - b) Greater New England Minority Supplier Development Council (GMEMSDC) directing interest to the DAS state contracting portal.
 - c) North East Minority News, directing interest to the DAS website posting.
- 3) Application Packages or electronic submissions must be reflective of the University project name and University project number for qualification.
- 4) All qualification applications must be received by the date and time outlined in the advertisement and a record of such must be kept for auditing purposes. Such record must reflect date and time stamped when the package was delivered and accepted.
- 5) Applications are not to be accepted after the date and time represented in the advertisement, unless such advertisement has been publically amended or supplemented via an addenda.
- 6) Include within the prequalification invitation, instructions on submitting questions (RFI) and cutoff date and time. Include where you will be posting to retrieve the answers.
- 7) Any addenda must be posted at least 2 business days prior to the due date where it is only changing the due date. Any other addenda's that significantly alter, add or deduct requirements of their submissions,

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they must be posted at least 5 business days prior to the bid due date or the due date needs to be extended.

REVIEW OF SUBMISSIONS AND FORMULATING PREQUALIFIED BIDDERS:

CM will construct a series of progress reporting spread sheets of all prequalification applications received before the due date/time and any that were turned away after the due date/time. The spreadsheet shall be organized in a manner acceptable to the University and shall be provided to the awarding firm to follow.

Once all trade package prequalifications are complete as deemed by the University's CPCA Representative, the CM must provide the following:

- 1) Copy of the most recent costs estimate for each of the trade packages. Such estimates must represent a detail takeoff of the documents and identify at what point in the progression of the documents the estimate was performed. The University will verify estimated value of the trade package against what was prequalified for to ensure the most recent costs are reflective in the bid documents.
- 2) Draft copy of CM's Division One specific to the project for review.
- 3) Draft copy of the CM's subcontractor contract for review.
- 4) Provide draft of invitation to bid to University's CPCA Representative for review.
- 5) Provide a draft of the bid form and documents to University's CPCA Representative for review.
 - a. Bid form must require firm submitting their authorized agent's signature submitting the bid.
 - b. Bid bond and DAS updated certificates must be required and included with the bid.
 - c. Note within the bid forms; failure to provide such requirements will deem the bidder's bid incomplete and not responsible.

BIDDING PROCESS:

- 1) Obtain authorization from the University's CPCA Representative to initiate the Invitation to Bid.
 - a) Identify, coordinate, schedule and send an electronic invitation the pre-bid meeting(s) with the University's Project Manager, Supplier Diversity Program and CPCA Representative and any other persons deemed required for attendance.
 - b) Provide a draft of the prime trade subcontract that is intending to be used for review and acceptance by the University's Representatives. Also provide draft of the instructions to bidders, supplemental instructions and division one for the specifications for review and comment by the University's Representatives.
 - c) Provide with the request to bid, the Invitation to Bid and Division One for review and acceptance by the University's Representatives. The University is looking for compliance with the CM's contract, University Auditing Requirements and State Statues applicable with Construction Manager, Total Cost contracting. The requirements are the following, but are not limited to:
 - d) Insurance Requirements not in excess of the coverage and limits outlined in the CM's contract with the University. With the single exception if any subcontractor is expected to perform design services based on a performance based specification.
 - e) Requirement of a Bid Bond for any Bid valued at \$50,000 or more.In the event that an SBE/MBE cannot supply a bid bond, the CM must accept a letter of credit in the amount equal to ten percent of the bid amount for any bid that is less than \$100,000. And twenty five percent of the bid amount that is equal to or is in excess of

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\$100,000. in lieu of a bid bond, pursuant to Sec 4a-60g.

- f) Requirement of a Labor and Material Payment Bond for any bid **awarded** that is valued at \$100,000 or more.
In the event that an SBE/MBE cannot supply a bid bond, the CM must accept a letter of credit in the amount equal to ten percent of the contracted amount for any bid that is less than \$100,000. And twenty five percent of the bid amount that is equal to or is in excess of \$100,000. in lieu of a Labor and Materials Payment bond, pursuant to Sec 4a-60g
- g) Requirement of a Performance Bond for any bid **awarded** that is valued at \$100,000 or more.
In the event that an SBE/MBE cannot supply a bid bond, the CM must accept a letter of credit in the amount equal to ten percent of the contracted amount for any bid that is less than \$100,000. And twenty five percent of the bid amount that is equal to or is in excess of \$100,000. in lieu of a Performance bond, pursuant to Sec 4a-60g
- h) Requirement that any Trade Package Bid valued at \$500,000 or more, the bid submitted be accompanied by the DAS certification update.
- i) Requirement that trades package bids where the following trades: Masonry, Electrical, HVAC (Mechanical), and Plumbing (non-HVAC) are Sub-tiers to the Prime bidding; the bid form must have them disclose the name of the firm whose bid number they are representing and the amount of their bid to the Prime. Also that the sub-tier understand and agree to fully execute the statutory subcontractor agreement and must be provide it with the CM's GMP Amendment for execution.
- j) Invitation to Bids specific to the Trade Package must be issued to all subcontractors prequalified under that package for the project. CM must maintain a record of notice to the prequalified subcontractors that the Invitation to Bid has been issued. Example if the Invitation to Bid for each trade package is issued electronically by email; a read receipt from the person whom you have sent the Invitation to must be represented in the CM's records for auditing purposes. Should the person respond that they are not going to bid, obtain in writing why they are not going to place a bid. Save such correspondence for review by the University upon request.
- k) Clearly identify that the bid(s) for those Trade Packages not previously prequalified that the estimated value is less than \$100,000., formal public advertisement must be issued. Follow guide under advertising and notices for prequalification for posting notices.
- l) Invitation to Bid to those prequalified under the Project must also be posted to DAS, for sub-tier interest.
- m) All bids must be received by the Construction Manager in a sealed package with the packaging identifying the following:
 - i) The name of the subcontractor submitting the package,
 - ii) The Project Name and Project number as represented in the CM's contract with the University.
 - iii) The Trade Package that the firm are submitting on.
- n) All bids must have the following information within the submission:
 - i) Bid Form, completely filled out. Signed by an authorized agent of the bidder and notarized.
 - ii) All addenda acknowledgements, is to be reflective on the bid form.
 - iii) Bid Bond for any bid valued at \$50,000 or more.
 - iv) DAS certification update for any trade package that has been deemed valued at \$500,000 or more.
 - v) Sub-tier subcontractors who are representative of the bid value under the

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- following: Masonry, Electrical, HVAC (Mechanical), and Plumbing (non-HVAC).
- vi) Statement on the bid form that by submitting a bid that they are Acknowledging and agreeing to all terms within the draft contract submitted as part of the bid,
 - vii) Any other pertinent information as may be needed, by the University or CM.
 - o) All bids received must be date and time stamped on the packaging and the receipt of the package logged on a receiving schedule. Packages will remain unopened until the bid opening date and time. Once opened, such open packaging will be saved for audit purposes.
 - p) All bids must be publically opened and recorded at a location and time clearly identified within the Invitation to Bid. Such date and time must be coordinated with the University's Project Management and with the CPCA Representative for attendance.
 - q) Bid Recording Sheet must be reflective of recording the base bid and any Alternates required of each bid trade package, receipt of updated DAS certification (where applicable) and receipt of bid bond. Such Bid Recording Sheet must have at a minimum signature witness lines for the following bid opening attendees: the CM's Procurement representative and the University's Procurement representative. There must be a University CPCA Representative at all bid openings executed under the Project and shall be required to sign each trade package bid recording sheet. Such bid recording sheets shall be signed at the end of the bid openings and a copy provided to the University's CPCA Representative.

FORMULATING THE GMP AND ITS REVIEW:

To be provided to the awarding firm.

Policies and Procedures for State Funded Projects
in the Amount of
\$20 Million Dollars or More

1. Construction Manager At Risk (CMR) must meet with the Contract Compliance Unit (CCU) Supervisor and provide:
 - a. details for how the CMR will make good faith efforts to solicit small businesses, and small businesses owned by persons with disabilities, ethnic minorities, and women.
 - b. details for how the CMR will break out each trade package to allow small businesses, and small businesses owned by persons with disabilities, ethnic minorities, and women; to not only bid but to actually be able to perform on the project.
 - c. the supplier diversity goals the CMR will assign to each trade package.
 - d. the trades the CMR will solicit as trades for set-aside companies only.
 - e. An understanding that each company awarded one of the trade packages aforementioned must file a Supplier Diversity Plan (i.e. a Set-Aside Plan) and have it approved by the CCU.
2. CMR must invite a CHRO CCU Representative to its open houses (i.e. all information sessions, pre-bid meetings, etc.) to reiterate this policy to the attendees. A CCU approved handout, to be distributed to the attendees, may be substituted.
3. The CMR must submit a full 48-paged Affirmative Action Plan (AAP) with sections 11 and 12 incomplete. Section 11 should bear this language, " XYZ Company will submit the requested information each month once bidding has begun, until the project has been completely brought out. For Section 12, the CMR must complete, sign, and date the statement provided on Attachment IIIa, whether or not the project is a design build.
4. Once the job has been completely brought out, the CMR must provide CHRO with a revised Attachment II.
5. Once the job has been completely bought out, the CMR is to provide CHRO with a spreadsheet that contains the following columns:
 - a. Bid/trade packages that lists the type of trade;
 - b. Bid/trade packages' bid package number (i.e. CMR identifier);
 - c. Indicates if the trade packages is a set-aside package only (i.e. could only be awarded to a S/M/W/DisBE)

- d. Lists the name of each company that was awarded one of the trade packages listed;
 - e. Indicate whether each company listed is an S/M/W/DisBE
 - f. List the contract amount (each contract must be listed separately and provided a separate bid package number);
 - g. List each trade packages' SBE goal percentage;
 - h. List each trade packages' MBE goal percentage;
 - i. Indicate whether each company listed will file a plan or not;
 - j. Provide a column for CHRO comments; and
 - k. Provide a column for CHRO to indicate whether the company's plan has been approved or not.
6. Each company, as indicated on the CMR's spreadsheet, must file a Supplier Diversity (SDP) aka Set-Aside Plan and have that SDP approved by CHRO.
 7. Each company, as indicated on the CMR's spreadsheet, that is filing a SDP must also adhere to CHRO's monthly and quarterly reports filings.
 8. The CMR's AAP and its subcontractors' SDPs are then monitored as if each project was separate, until the project is concluded. Then each subcontractors' actual SBE and MBE goals are calculated to determine if the CMR actual met its 25%SBE and 6.25% MBE supplier diversity goals for the entire project.



UConn Health Center

Bioscience Connecticut Project

Owner Controlled Insurance Program Administration Manual



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INTRODUCTION

This manual identifies, defines, and assigns responsibilities related to the administration of the **UConn Health Center Owner Controlled Insurance Program (OCIP)**. *Please note that throughout this Manual Subcontractors of any tier are referred to as Contractors.*

This manual:

- Describes the OCIP and details the insurance related responsibilities of the various parties involved. **All insurance costs are to be included and identified in your bid and all change orders.**
- Provides a basic description of the OCIP structure and operation, with an overview of coverage provided by the OCIP and guidelines for carrying out specific administrative and audit procedures.
- Provides answers to questions that are likely to arise during the course of the project. Because it is impossible to anticipate every question or situation that may arise, the directory (page 2) lists those involved in the administration of the OCIP and their areas of expertise. **Please feel free to call with any questions.**
- Will be updated as changes dictate during the course of this project.
- ***Does not and is not intended to provide coverage interpretations. The terms and conditions of the policies alone govern how coverage is applied***

ADMINISTRATION DIRECTORY

OCIP SPONSOR:

UConn Health Center

263 Farmington Ave.
Farmington, CT 06032

Facilities, Development & Operations:

Tom Trutter

Phone: TBD
E-mail: trutter@uchc.edu

OCIP INSURANCE BROKER:

People's United Insurance Agency / RC Knox Division

One Goodwin Square
Hartford, CT 06103

Program Advisor:

Fred Tanguay

Phone: 860-524-7670
E-mail: FTanguay@rcknox.com

PROGRAM ADMINISTRATOR:

Willis of Massachusetts, Inc.

Three Copley Place, Suite 300
Boston, MA 02116

Office: 617-437-6900
Fax: 617-351-7430
E-mail: wrapup.boston@willis.com

Program Advisor:

Alice Sherman

Phone: 860-241-4425
E-mail: alice.sherman@willis.com

Program Manager: (Primary Contact)

Phone: 617-351-7429
E-mail: christina.weissensee@willis.com

Safety/Loss Control:

Ed LaVallee

Phone: 617-510-8186
E-mail: ed.lavallee@willis.com

Claims Specialist:

Chris Miskavitch

Phone: 617-351-7462
E-mail: christopher.miskavitch@willis.com

ADMINISTRATION DIRECTORY CONTINUED

INSURANCE CARRIER (WC & GL):

The Hartford

One Hartford Plaza
Hartford, CT 06155

Program Manager:	Darren Goddard	Phone: 860-547-8208 E-mail: darren.goddard@thehartford.com
WC & GL Claims Contact:	Mark Lemire	Phone: 860-471-7296 E-mail: mark.lemire@thehartford.com
Safety/Loss Control:	Joseph Malva	Phone: 860-324-6809 E-mail: joseph.malva@thehartford.com
	Stephan Petrolati	Phone: 413-348-4674 E-mail: steve.petrolati@thehartford.com
	David Cole	Phone: 508-397-4994 E-mail: david.cole@thehartford.com

ALL WORKER'S COMPENSATION AND GENERAL LIABILITY CLAIMS SHOULD BE REPORTED TO (THE GENERAL CONTRACTOR) WHO WILL REPORT IT TO JACOBS AND ULTIMATELY THE CARRIER.

CONSTRUCTION MANAGER:

Jacobs

Senior Project Manager:	Ray LaBrec	Phone: 860-679-3299 E-mail: labrec@uchc.edu
Project Manager:	Zach Zelms	Phone: 860-679-3064 E-mail: zelms@uchc.edu
Sr. Construction HSE Manager:	Tom Royle	Phone: 832-477-6953 E-mail: royle@uchc.edu
Project Safety Manager:	Robert Paloma	Phone: 224-545-9796 E-mail: paloma@uchc.edu

ADMINISTRATION DIRECTORY CONTINUED

GENERAL CONTRACTOR:

PROGRAM DEFINITIONS

CERTIFICATE OF INSURANCE: Written evidence of the existence of coverage terms of a particular insurance policy.

CONTRACTOR: Company, including Construction Manager, General Contractor or Subcontractor of Any Tier, undertaking the execution of the Work.

ELIGIBLE CONTRACTORS: Contractors (see above definition) providing labor on site; Temporary labor services and leasing companies are to be treated as a subcontractor; The term ‘**Contractor(s)**’ as used throughout this Manual refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers unless more specifically defined otherwise.

ENROLLED CONTRACTORS: Eligible Contractors that have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by the Certificate of Insurance.

ENROLLMENT PACKAGE: The ‘Form 1: Insurance Cost Verification Form / Application for Insurance’, Contractor’s own policy rating pages and Off-Site Certificate of Insurance that is to be forwarded to the OCIP Administrator prior to starting work on the Jobsite.

EXCLUDED PARTIES: Contractors not eligible for enrollment. See Ineligible Contractors.

FINAL CONTRACT VALUE: The initial contract value upon contract award plus all approved Change Orders.

GENERAL CONTRACTOR: _____, hereinafter called the ‘General Contractor’. Firm under contract with **UConn Health Center** to oversee the construction of the project.

INELIGIBLE CONTRACTORS: At the discretion of **UConn Health Center** the following parties may be excluded:

- Demolition (where demolition is the only scope of work) and abatement contractors;
- Vendors, suppliers and fabricators (that do not perform or subcontract installation), material dealers, truckers, haulers, drivers and others who merely make deliveries or provide pick-up service at the site;
- Professional service providers such as architects, engineers, surveyors or other consultants or professionals;
- Guard services and janitorial services.

INSURANCE COST VERIFICATION FORM / APPLICATION FOR INSURANCE (FORM 1): Worksheet required to be completed by the Contractors to calculate their Estimated Insurance Cost to provide the insurance required by the Contract Documents. The worksheet is to be submitted with the bid/proposal form.

INSURANCE CARRIER: The Insurance Company issuing policies for the OCIP. **The Hartford** is the Insurance Company providing coverage for the Worker’s Compensation and General Liability. **ACE** is the Insurance Company providing coverage for the Contractors Pollution Liability.

INSURANCE MANUAL: Manual outlining OCIP procedures.

INSURED: **UConn Health Center**, Construction Manager, General Contractor, Contractors and Subcontractors of any tier who are properly enrolled in the OCIP and who have been named in the policy, certificate of insurance, or advice of insurance.

JOBSITE: See definition for Project Site below.

OCIP ADMINISTRATOR: The Firm, Willis, responsible for the brokering and administration of the Owner Controlled Insurance Program. More specifically OCIP Manager refers to the individual at Willis (Christina Weissensee) responsible for the day-to-day administration of the program (refer to the directory for all contact information).

OFF-SITE: Generally refers to operations outside the defined jobsite, such as at a Contractor's fabrication facility.

OFF-SITE CERTIFICATE OF INSURANCE: Certificates setting forth the required coverages maintained by Contractors beyond the OCIP coverage.

ON-SITE ACTIVITIES: Those activities at the Project Site or emanating from the Project Site, such as adjacent sidewalks, streets and contiguous areas; the OCIP does not provide insurance coverage for permanent yards or other locations of the Contractors, except as specifically requested by the Contractors, approved by **UConn Health Center** and endorsed by Insurer.

OWNER: See Sponsor.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP): A coordinated insurance program providing specific insurance coverage as generally described in this manual for work on this project. A program under which Worker's Compensation, Employer's Liability, Commercial General Liability and Excess Liability are procured or provided on a project "wrap-up" basis for Contractors, who have been properly enrolled, while performing operations at the **UConn Health Center** Project site.

PROJECT SITE: The site designated by **UConn Health Center** and on file with Insurer. The Project Site is located at **Farmington Ave, Farmington, CT** and includes operations necessary or incidental thereto. The site does not include operations at your regularly established workplace, plant, factory, office, shop, warehouse, yard or other property even if such operations are for fabrications of materials to be used at the job site.

REPORTED PAYROLL: Payroll reported by Contractors to the OCIP Administrator for work expended on the Jobsite.

SAFETY CONSULTANTS: These representatives are employees of the Insurer and Willis who will provide safety consulting services to **UConn Health Center** and its Contractors enrolled in the OCIP.

SPONSOR: **UConn Health Center**, the purchaser of the OCIP; also referred to as the Owner.

SUBCONTRACTOR OF ANY TIER: Subcontractors and lower tier subcontractors engaged to perform work on the Project. **Throughout this Manual, Subcontractors of any tier are referred to as Contractors.**

INSURANCE OVERVIEW

UConn Health Center has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers' Compensation, Employers' Liability, General Liability and Excess Liability for all eligible **enrolled** contractors and subcontractors of every tier and Contractors' Pollution Liability and Builders' Risk for subcontractors of every tier providing direct labor on the designated project. **UConn Health Center** will pay all premiums associated with the OCIP policies including deductibles or self-insured retention.

PARTICIPATION IN THE OCIP IS MANDATORY BUT NOT AUTOMATIC.

UConn Health Center has decided on an Add-Alternate Insurance Cost Identification Program and requires that all insurance costs for coverages provided under the OCIP be excluded but identified in all bids. Form 1 (included in this manual) must be completed and submitted with all bids. All insurance costs must be excluded but identified on all change orders by completing Form 6 (please refer to Item B on Page 18 for more detail).

Upon Contract award, eligible Contractors of all tiers will be required to submit enrollment forms to the OCIP Administrator. After receipt of the required forms, the OCIP Administrator will issue a certificate of insurance to the Enrollee. The Certificate issued by the OCIP Administrator will provide evidence of OCIP coverage for the Enrollee's on-site operations. An individual Workers' Compensation policy will automatically be issued to each Enrollee, and a copy of the General Liability and Excess Liability policies are available from the OCIP Administrator upon request.

Contractors are required to provide evidence of Workers' Compensation, General Liability and Excess Liability insurance for off-site operations. ***Contractors must also provide evidence of coverage for their Owned, Non-Owned and Hired Automobiles (Automobile Liability) as the OCIP does not provide this coverage.***

It is the obligation of Enrollees to notify their own insurance agents, brokers and companies of their OCIP participation to avoid duplication of coverage. Enrollees should request that any payroll expended for the Project be excluded from future audits of policies they carry outside of the OCIP. Additionally, Enrollees should ask their insurance agent or broker to review the coverage provided by the OCIP. Policy forms are available for review upon written request to the OCIP Administrator.

Certain work is excluded from the OCIP. Entities performing such are responsible for procuring and maintaining their own insurance (as set forth in Section 'E' of this section) and must provide the necessary documentation. The following are types of typically excluded work (*note that **UConn Health Center reserves the right to determine if a type of work should be added or removed from the list***):

- Demolition (where demolition is the only scope of work) and abatement contractors;
- Vendors, suppliers (that do not perform or subcontract installation), material dealers, haulers/truckers or others only making deliveries or providing pick-up service at the site;

- Professional service providers such as architects, engineers, surveyors or other consultants or professionals;
- Guard services and janitorial services.

While the OCIP is intended to provide broad coverages and high limits, the OCIP is not intended to meet all the insurance needs of a Contractor/Subcontractor. ***The OCIP does not provide coverage for Automobile Liability, Equipment Floaters or Performance Bonds.*** We recommend that each Contractor/Subcontractor discuss the OCIP with their insurance agent or consultant to ensure that other proper coverages are maintained.

If you have any question regarding your eligibility or that of one of your subcontractors, please contact the Willis Program Manager (see Page 2).

INSURANCE COVERAGE

This section provides a brief outline of the OCIP Coverages and Limits.

The term ‘Contractor(s)’ refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers.

The OCIP is for the benefit of **UConn Health Center**, and contractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under this contract at the Project Site, as defined above. All contractors must provide their own insurance for off-site activities (see item ‘E’ below).

The OCIP policies are available for review by the contractor upon request to Willis as the administrator of the **UConn Health Center OCIP**. The terms of such policies or programs, as such policies or programs may be from time to time amended, are incorporated herein by reference. The Contractor hereby agrees to be bound by the terms of coverage as contained in such insurance policies.

Through the OCIP, UConn Health Center will provide and maintain in force the types of insurance listed in subparagraphs (1) through (3) below for all eligible and ENROLLED contractors and all tiers of subcontractors.

A. DESCRIPTION OF OCIP COVERAGE

The following sections OUTLINE the policies that **UConn Health Center** has arranged for this project. Contractors should refer to the policy for actual terms, conditions, exclusions, and limitations. All insurance policies provided by the Owner are primary and non-contributory.

1. Workers’ Compensation and Employer’s Liability

It is provided in accordance with applicable state law. Each enrolled Contractor of any tier will be issued a separate Workers’ Compensation and Employer’s Liability policy.

		<u>Policy Limit</u>
Part One	Workers’ Compensation	Statutory Limit
Part Two	Employer’s Liability	
	Bodily Injury By Accident, Each Accident	\$1,000,000
	Bodily Injury By Disease, Each Accident	\$1,000,000
	Bodily Injury By Disease, Policy Limit	\$1,000,000

2. Commercial General Liability

A single General Liability policy will be issued for all Enrolled Contractors with all Enrolled Contractors Named as Insureds, a copy can be obtained from the OCIP Program Manager.

- Seven Years Products & Completed Operations
- Other Extensions of Coverage and Policy Exclusions/Restriction.

- Occurrence Basis;
- Personal Injury;
- Products – Completed Operations Aggregate Limit;
- Designated Project – General Aggregate Limit

	<u>Limits of Liability</u>
Annual General Aggregate	\$4,000,000
Project Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury – Each Occurrence	\$2,000,000
Each Occurrence Limit	\$2,000,000
Medical Expense Limit (any one person)	\$10,000
Fire Damage Legal Liability (any one fire)	\$300,000

3. Excess Liability

Excess Liability coverage will be provided under a master liability policy for all insureds. Certificates of insurance will be provided to the contractor reflecting the Limits of Liability, Coverage's, and Terms as follows:

- Limits of Liability:
 - \$100,000,000 Any one occurrence and general aggregate; and
 - \$100,000,000 Aggregate Products and Completed Operations.
- Coverage's and Terms:
 - Excess of General Liability
 - Excess of Employer's Liability
 - Completed Operations (Seven Year Term)

4. Builder's Risk Insurance - (This program is separate from the OCIP)

This insurance will include **UConn Health Center**, the General Contractor and all Contractors of every tier as Named Insureds. Certificates of Insurance will be provided as requested to the contractor and all tiers of subcontractors reflecting limits of equivalent to the replacement cost valuation.

Materials, supplies, and equipment destined to become a permanent part of the completed structure while on or about the Project site or at other locations approved by Owner's Risk Manager and or project management in writing will be covered.

Contractors' tools, equipment, vehicles, mobile equipment and other materials not to become a permanent part of the completed structure are excluded from coverage.

The Contractors agree to indemnify, defend, and hold **UConn Health Center** and its officers, agents, and employees harmless from any such loss, theft, or disappearance of tools or equipment that are **not to become a permanent part of the completed structure**. The Contractors waive all rights of recovery and shall cause their carriers to waive subrogation rights.

5. Pollution Liability - (This program is separate from the OCIP)

This insurance will include **UConn Health Center**, the General Contractor and Contractors of every tier as Named Insureds. Certificates of Insurance will be provided as requested to the contractor and all tiers of contractors reflecting limits of \$10,000,000 for each loss and \$10,000,000 aggregate. Completed operations term is seven years.

B. OCIP CERTIFICATES AND POLICIES.

All insurance coverage under the OCIP, furnished by **UConn Health Center**, outlined above shall be written by insurance companies approved by **UConn Health Center**. **UConn Health Center**, through the OCIP Administrator, shall provide all **enrolled** contractor(s) with appropriate policies or certificates of insurance evidencing the coverage outlined above.

NO CONTRACTOR IS PERMITTED ON-SITE UNTIL A CERTIFICATE HAS BEEN ISSUED BY WILLIS (THE OCIP ADMINISTRATOR). WILLIS REQUIRES 48 HOURS TO PROCESS ALL ENROLLMENTS BEFORE A CERTIFICATE WILL BE ISSUED - NO EXCEPTIONS WILL BE MADE.

C. TERMINATION/MODIFICATION OF THE OCIP.

UConn Health Center through its risk management department reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, **UConn Health Center** shall provide sixty (60) days advance written notice to all contractors covered by the OCIP. The contractors shall immediately be required to obtain appropriate replacement insurance coverage acceptable to **UConn Health Center**. See Section 'E' below for the coverage requirements in the event of a cancellation; coverage will be required for all operations. **UConn Health Center** will reimburse the cost of such replacement insurance based on the verified insurance cost per the Form 1 insurance cost pro rated for the remaining term of the project. Written evidence of such insurance shall be provided to **UConn Health Center** prior to the effective date of the termination or modification of the OCIP.

D. ASSIGNMENT OF RETURN PREMIUMS.

UConn Health Center will be responsible for the payment of all premiums associated with the OCIP policies and will be the sole recipient of any dividends and/or return premiums generated by the OCIP. In consideration of **UConn Health Center's** provision of said coverages the contractors agree to:

- Identify all applicable insurance costs in their award price; furnish the proper documentation to support this cost and cooperate with the OCIP Insurance Administrator in the confirmation of all contractor's insurance cost.
- Irrevocably assign to and for the benefit of **UConn Health Center**, all return premiums, premium refunds, premium discounts, dividends, credits, and any other monies due **UConn Health Center** in connection with the Insurance which **UConn Health Center** herein agrees to provide, and agrees to evidence same by signing the Form 1. The Contractor further agrees to require each subcontractor to execute the assignment on the Form 1, for the benefit of **UConn Health Center**. (The assignment agreement is found in Form 1, page 2 of 2.)

SPECIAL NOTE -- WARRANTY PERIOD

Any contractor who has otherwise completed their work at the Project Site and whose insurance as provided by the **UConn Health Center** OCIP has been terminated, who returns to the site to perform warranty type work does so under its own insurance coverage's and not under those provided by the **UConn Health Center** OCIP.

E. CONTRACTOR PROVIDED COVERAGES.

All **Ineligible** contractors (as defined on pages 5 & 6) shall promptly furnish to the Insurance Administrator certificates of insurance giving evidence that the following coverage's are in force for **all operations** for any work under this contract, and until completion and final acceptance of the work.

All **Eligible** contractors shall promptly furnish to the Insurance Administrator certificates of insurance giving evidence that the following coverage's are in force for off-site activities, **except the Automobile Liability which must be in force for all operations**, for any work under this contract, and until completion and final acceptance of the work:

(1) **Automobile Liability Insurance (All Operations for All Contractors):**

The Contractor and each of his subcontractors performing operations or services at the site shall provide at their own expense Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work. The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed as Additional Insureds. A Waiver of Subrogation in favor of The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed to the policy.

The limits shall not be less than:

- (a) Bodily Injury \$1,000,000 per occurrence;
- (b) Property Damage \$1,000,000 per occurrence
- (c) If a Combined Single Limit is provided, the total coverage shall not be less than \$1,000,000 per occurrence

(2) **Workers' Compensation and Employer's Liability Insurance (Off-Site Activities Only for OCIP Eligible Contractors, All Operations for OCIP Ineligible Contractors):**

Statutory Limits with All States Endorsement and minimum Employer's Liability Limits will be provided as follows:

- (a) \$1,000,000 Bodily Injury with Accident - Each Accident
- (b) \$1,000,000 Bodily Injury by Disease - Policy Limit
- (c) \$1,000,000 Bodily Injury by Disease - Each Employee; and
- (d) A Waiver of Subrogation in favor of UConn Health Center Health, the Construction Manager and the General Contractor shall be endorsed to the policy.

(3) **Commercial General Liability Insurance (Off-Site Activities Only for OCIP Eligible Contractors, All Operations for OCIP Ineligible Contractors):**

- (a) Limits of Liability:
 - (i) \$1,000,000 Each Occurrence
 - (ii) \$2,000,000 General Aggregate
 - (iii) \$1,000,000 Products/Completed Operations

- (b) Including the following coverages:
 - (i) Occurrence Basis;
 - (ii) Premises operations;
 - (iii) Contractual Liability;
 - (iv) Products/Completed Operations;
 - (v) Broad Form Property Damage; and
 - (vi) Independent Contractors.
- (c) The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed as Additional Insureds.
- (d) A Waiver of Subrogation in favor of The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed to the policy.

(4) **Excess Liability Insurance**

- (a) Limits of Liability for **General Contractor**:
 - (i) \$50,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$50,000,000 Annual Aggregate Products and Completed Operations.
- (b) Limits of Liability for ***Contractors and Subcontractors of All Tiers who perform the following trades: Demolition, Abatement, Cast in Concrete, Structural Steel, Miscellaneous Metals, Roofing, Glass & Glazing, Drywall, Fire Protection, Plumbing, HVAC & ATC, Electrical:***
 - (i) \$5,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$5,000,000 Annual Aggregate Products and Completed Operations.
- (c) Limits of Liability for ***Contractors and Subcontractors of All Tiers who perform the remaining trades not listed above:***
 - (i) \$2,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$2,000,000 Annual Aggregate Products and Completed Operations.
- (d) Coverage's and Terms:
 - (i) Excess of General Liability
 - (ii) Excess of Employer's Liability
 - (iii) Completed Operations
- (e) The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed as Additional Insureds.
- (f) A Waiver of Subrogation in favor of The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed to the policy.

Note: If your contract requires you to add any further additional insureds to your policies these must also be shown on the certificate of insurance submitted to Willis.

If the contractor chooses to have any policy (through which coverage is provided under the OCIP) endorsed to recognize the project site during the construction period, coverage should be Excess and/or Difference in Conditions (DIC) of the OCIP. This shall not reduce the cost identification requirement nor shall the contractor pass these charges back to the Owner.

F. CONTRACTORS CERTIFICATES OF INSURANCE.

All required insurance shall be maintained without interruption from the date of commencement of the work under the contract until the date of the final payment. The contractor will provide the Insurance Administrator with a certificate of insurance setting out the above coverage's, limits, and amendments to the certificate necessitated by changes to the work to be performed under the contract until the date of final payment. Such certificate shall be forwarded to the Insurance Administrator at:

UConn Health Center
c/o Willis - Wrap Up Dept.
Three Copley Place, Suite 300
Boston, MA 02116
wrapup.boston@willis.com

G. NOTICE OF CANCELLATION.

Policies and/or certificates shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change to be sent to:

UConn Health Center
c/o Willis - Wrap Up Dept.
Three Copley Place, Suite 300
Boston, MA 02116
wrapup.boston@willis.com

H. OTHER INSURANCE.

Any type of insurance or any increase of limits of liability not described above which a contractor/subcontractor requires for their own protection or on account of any statute shall be their own responsibility and their own expense. **All insurance coverages and costs provided by the contractor on this project must be identified.**

I. WAIVER OF SUBROGATION.

The contractor waives all rights of subrogation and recovery against The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each to the extent of any loss or damage, which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, contractor waives their rights of subrogation and recovery for damage to any property, or equipment against UConn Health Center Health, the Construction Manager and the General Contractor, other contractors and subcontractors of all tiers. Each contractor shall require all

subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

J. NO RELEASE.

The carrying of the above-described insurance shall in no way be interpreted as relieving the contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

K. APPROVAL OF FORMS AND COMPANIES.

All insurance described in this contract shall be written by an insurance company or companies licensed to do business in Maine, be rated A- or higher by AM Best and shall be in a form and content satisfactory to **UConn Health Center** and its risk management department. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

L. CONTRACTOR/SUBCONTRACTOR PARTICIPATION.

Upon execution of the contract, the contractor will immediately report all new subcontracts to the Insurance Administrator for enrollment in the OCIP. The contractor shall incorporate all the provisions of this manual in all subcontractor agreements. All awarding contractors shall cause their subcontractors to cooperate fully with **UConn Health Center**, the Insurance Administrator and the Insurance Companies for the project, in the administration of the OCIP and in the safety and accident prevention program and claim handling procedures as established for the project.

In accordance with this manual, the Contractor shall not permit any Contractor of any tier to enter the UConn Health Center Project Site prior to enrollment in the Owner Controlled Insurance Program (OCIP) and prior to the issuance of an OCIP certificate of insurance unless they are Ineligible and covered by their own insurance; failure to do so shall negate the afforded coverage's and could result in fines. Failure to cooperate with OCIP responsibilities may result in delayed progress payments.

CONTRACTOR RESPONSIBILITIES

The term 'Contractor(s)' refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers.

The Contractor is required to cooperate with UConn Health Center and Willis, the OCIP Insurance Administrator, with regards to the administration and operation of the OCIP. No Contractor of any tier is permitted to start work on-site until they are properly enrolled in the OCIP and a certificate of insurance has been issued. Willis requires 48 hours to process all enrollments before a certificate will be issued – no exceptions will be made.

The contractor's responsibilities shall include, but not be limited to:

- Compliance with applicable Construction Safety Program, OCIP Manual and Claims procedures as outlined in the respective manuals setting forth the administrative procedures required of the contractors;
- Provision of necessary contract, operations and insurance information;
- Immediately notifying Willis of all subcontract awards by submitting the 'Form 4: Notice of Subcontract Award'. Furnish all new subcontractors the OCIP Manual as part of the bid documents;
- Maintenance and provision of monthly payroll records and other records as necessary for premium computation;
- Cooperation with the Insurance Carrier and Willis with respect to requests for claims, payroll or other information required under the program;
- Immediately notifying **UConn Health Center** that any contractor provided coverages have been cancelled, materially changed, or not been renewed.
- Complete the following administrative forms and submitting them to Willis within the time frames specified:
 - **Form 4: Notice of Subcontract Award** - Upon execution of a subcontract.
 - **Form 1: Insurance Cost Verification Form/Application for Insurance** – To be submitted as soon as a contract is awarded and no later than 72 hours prior to starting work on site (Form 1 should also be submitted with the bid).
 - **Form 6: Supplemental Insurance Information** (identifying insurance cost on additional contracts or cumulative change orders totaling \$150,000) - Upon approval of additional work or contract award.
 - **Form 3: Monthly Payroll Reporting Form** – To be submitted each month to Willis. *Please refer to page 22 for details on payroll reporting.*

- **Certificate of Insurance** evidencing coverage for off-site work (on and off site for auto) – to be submitted with Form 1.
- **Form 5: Notice of Substantial Completion** - Upon completion of all work being performed under the contract.

Failure to follow the procedures outlined in the OCIP Manual could result in fines being assessed by the State's Workers' Compensation Commission or State Claims Bureau/Authority against the contractor. **UConn Health Center** shall deduct from monies due or to become due under the provisions of this contract for any applicable fines that are assessed against a contractor.

A. CONTRACTOR INSURANCE COST IDENTIFICATION

All bids are to be submitted excluding (but identifying) all insurance costs. Contractors of all tiers shall identify their cost for all insurance coverages to be provided by the Owner for the work at the Project site as an add-alternate cost of insurance on the '**Form 1: Insurance Cost Verification Form / Application for Insurance**' (see Section 8 of this manual for a copy of the form). The following procedures should be followed in determining this insurance cost:

- **Form 1 calculations should be based on first dollar cost.** Contractor insurance programs that include high deductibles; self-retention levels; self-insured portions (Workers' Compensation or General Liability) must use the following for their calculations:
 - Although Deductible or Self-Retention Credits or Self-Insured amounts are to be identified, they will not serve to reduce insurance costs. To accurately calculate the actual cost of insurance when using any of these programs requires including the cost for projected loss funding. Verification of this amount requires that the Contractor furnish loss runs and payroll information on all work (including any Wrap-Ups) for the last four years.
 - Policies using Composite rates must show at a minimum the deductible/self-retention/self-insured amount and the rating breakdown. If the credit percentage is not available, minimum and maximum rates for the program must be identified.
 - Corporate allocations will not be allowed; the same format for calculation as shown for Composite Rates must be shown on the Form 1 and furnished with the bid documents.
- Any credits (other than credits for deductibles or self-retention or self-insured plans), or surcharges shown on the declaration and/or rating sheets will be used to calculate contractor's actual cost.

If the Contractor does not furnish the required information shown above, state rates will be used for Workers' Compensation calculations and rates furnished by the OCIP Insurer will be used for General Liability calculations.

Coverage and limit requirements for purposes of calculation of the insurance are as follows:

- (1) Workers' Compensation and Employer's Liability Insurance:
 - Statutory Limits with All States Endorsement; and Employer's Liability Limits:
 - (a) \$1,000,000 Bodily Injury with Accident - Each Accident;
 - (b) \$1,000,000 Bodily Injury by Disease - Policy Limit

- (c) \$1,000,000 Bodily Injury by Disease - Each Employee
- (2) Commercial General Liability Insurance:
 - (a) \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations

Coverages should include but not limited to the following supplementary coverages:

- (i) Contractual Liability to cover liability assumed under this agreement;
- (ii) Premises operations;
- (iii) Explosion, collapse and underground hazards (deletion of the X,C,U exclusions) if such exposure exists;
- (iv) Products/Completed Operations;
- (v) Broad Form Property Damage; and
- (vi) Independent Contractors.
- (3) Excess Liability Insurance:
 - (b) (a) Limits of Liability for **Contractors and Subcontractors of All Tiers who perform the following trades: Cast in Concrete, Structural Steel, Miscellaneous Metals, Roofing, Glass & Glazing, Drywall, Fire Protection, Plumbing, HVAC & ATC, Electrical:**
 \$5,000,000 Any one occurrence and general aggregate annually; and
 - (i) \$5,000,000 Annual Aggregate Products and Completed Operations.
 - (b) Limits of Liability for **Contractors and Subcontractors of All Tiers who perform the remaining trades not listed above:**
 - (i) \$2,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$2,000,000 Annual Aggregate Products and Completed Operations.
 - (c) Coverage's and Terms:
 - (i) Excess of General Liability
 - (ii) Excess of Employer's Liability
 - (iii) Completed Operations

It is understood and agreed that the insurance cost identified on the Form 1 is the cost of insurance excluded from the bid price. The final insurance cost will be subject to review and audit of actual insurance policies rate information, actual payrolls and revenues for the initial award plus any additive amendments. During the term of Contractor/Subcontractor's contract, including extended periods thereof, **UConn Health Center** shall have the right to recover any costs for insurance as described above that are in addition to those initially identified by the Contractor/Subcontractor on the initial Form 1 included with the bid.

B. CHANGE ORDER / PURCHASE ORDER / WORK ORDER

Contractor shall price, and shall require that all enrolled contractors price Change Orders, and/or any Purchase Order or Work Order to exclude the cost to provide insurance as specified above in Paragraph "A" and they must identify the amount of insurance excluded in the change order proposals using the Form 6 when changes total a cumulative amount of \$150,000.

C. CONTRACTOR'S RESPONSIBILITY FOR ITS SUBCONTRACTORS.

The contractor or awarding contractor shall require each of its subcontractors to identify their cost for any and all of their workers' compensation, general liability and excess liability exposures associated with work performed on the project site as described above in Paragraph "A". The contractor or awarding contractor shall include information concerning the OCIP in every subcontract so that such provisions will be binding upon each subcontractor. Each awarding contractor of any tier will include all of the provisions of the OCIP in every lower tier subcontract.

D. AUDIT AND RECOVERY OF CONTRACTOR "INSURANCE COST"

For insurance purposes, **contractors of all tiers** will agree to keep and maintain accurate and classified record of their payroll for operation at the project site. Contractors further agree to furnish to the OCIP Insurance Administrator full and accurate payroll data and information monthly on 'Form 3: Monthly Payroll Reporting Form' in accordance with the requirements of this OCIP Manual (please refer to **Section 7, page 22**).

All contractors shall further permit examination and/or audit of its books and records by the OCIP Carrier (The Hartford). Contractor shall also provide any additional information to **UConn Health Center** or their appointed representatives as may be required to complete an audit of the OCIP policies.

During the term of the contractor's contract, including extended periods thereof, **UConn Health Center** shall have the right to adjust the contract price to reflect any additional costs for the contractor's insurance had **UConn Health Center** not implemented an OCIP. All costs for sub-tier contractors will be collected through changes to the prime subcontractor's contract.

OCIP CONTRACTOR PROCEDURES

Administration is an integral part of the success of the OCIP. All contractors must be properly enrolled in the OCIP and have copy of their OCIP Certificate of Insurance before access to the project site is allowed. Willis requires 48 hours to process all enrollments before a certificate will be issued. Contractors should contact their insurance agent for assistance in completing the forms and following the administration process.

The contractor shall adhere to and perform all reporting requirements as detailed. Failure to follow the procedures outlined in the manual could result in fines assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against **UConn Health Center** or the contractor. The Party at Fault shall at their own expense be responsible for any fines or judgments arising out of failure to follow these procedures. **UConn Health Center** shall deduct from monies due or to become due under the provisions of this contract for any applicable fines or judgments that are assessed.

The term ‘Contractor(s)’ refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers.

Coverage under the OCIP is required, but not automatic. The Contractors must be properly enrolled in the OCIP before access to the Project Site is allowed.

To properly manage the OCIP, the following procedures must be followed:

▪ **AT BID**

Each contractor submitting a bid for work at the project site shall complete the **Form 1: Insurance Cost Verification Form / Application for Insurance** and present it as part of their bid submission. Your calculation must be the rates scheduled on your existing worker’s compensation, general liability and excess liability policies reflecting all credits and/or surcharges including but not limited to insurance premiums and/or expected losses within any retention or deductible program. Please refer to Section 6, Item A (page 17) for how to determine rates if not under a guaranteed cost program. **A copy of all policy declaration pages and all rating sheets must be attached to the Form 1.**

Note: The **Start Date** indicated on the subcontract award form is the date that the Subcontractor is expected to begin operations at the project site. This is the date coverage will be effective under the OCIP. If the Subcontractor has already started work at the project site, then the effective date of coverage will be agreed to by the Insurance Administrator (Willis), the Carrier (The Hartford) and **UConn Health Center**. **Back dating coverage will require proof of no on-site losses and if a loss did occur coverage will take effect after the date of loss.**

▪ **AT CONTRACT AWARD**

When an enrolled contractor, of any tier, awards a subcontract, the awarding contractor shall complete a **Form 4: Notice of Subcontract Award** on each new subcontractor and immediately forward to the Insurance Administrator. It is the awarding contractor’s

responsibility to assure that their subcontractors complete the **Form 1: Insurance Cost Verification Form / Application for Insurance** and immediately forwards to the Insurance Administrator. Failure by the lower tier subcontractors to follow the OCIP procedures could result in penalties to the awarding contractor. The awarding contractor will be responsible for furnishing copies of the OCIP Manual in the bid documents to all their subcontractors, and for assisting in securing the required enrollment and payroll/premium information from their subcontractors of all tiers.

■ **PRIOR TO ENTERING THE SITE**

Contractor must submit the completed and signed **Form 1: Insurance Cost Verification Form / Application for Insurance** to the OCIP Manager with **copies of the contractor's policy rating pages**. Willis requires **Form 1** to be submitted as soon as a contract is awarded and no later than 72 hours prior to starting work on site.

The **Certificate of Insurance** evidencing the Contractor Provided Coverages must also be included with Form 1. The certificate should reflect that your current Workers' Compensation, General Liability, Automobile Liability and Excess Liability and exclude coverage on the Project site (WC & GL Only) if you have chosen to do so. This alerts your insurance company to notify the audit department that all payroll and/or receipts for this project should be excluded from your audit. The certificate must also show that The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each, and all others required by contract are endorsed as Additional Insureds on the General Liability, Automobile Liability and Excess Liability policies. A Waiver of Subrogation in favor of The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall also be endorsed to the Workers Compensation, General Liability, Automobile Liability and Excess Liability.

- Upon receipt of the completed **Form 1: Insurance Cost Verification Form / Application for Insurance** including the rating data and the Certificate of Insurance evidencing the contractor provided coverages; the Insurance Administrator will issue the OCIP Certificate of Insurance. The Certificate of Insurance evidences the OCIP Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Contractors Pollution Liability and Builders Risk coverage. The documentation is forwarded to the Carrier (The Hartford) who will issue the Workers' Compensation policy as well as the required Workers' Compensation posting notices for transmittal to the contractor. A copy of the General Liability policy can be obtained by sending a request to Willis at wrapup.boston@willis.com.

Contractors will not be allowed on the project site until they have submitted Form 1 and a Certificate of Insurance AND have received an OCIP Certificate of Insurance from Willis. Failure to enroll in the OCIP prior to starting work on-site could result in fines to both the Awarding Contractor and the Subcontractor.

■ **ADDITIONAL CONTRACT AWARDS**

If a contractor has been awarded more than one contract on this project, **Form 1: Insurance Cost Verification Form / Application for Insurance** must be completed by the contractor on the first contract, for each additional contract, the **Form 6: Supplemental Insurance Information** may be completed and forwarded to Insurance Administrator.

■ **CHANGE ORDERS**

If a contractor has cumulative change orders, purchase orders or work orders totaling \$150,000, the **Form 6: Supplemental Insurance Information** must be completed and forwarded to Insurance Administrator to identify the insurance costs excluded in the changes.

■ **PAYROLL REPORTING AND AUDITS**

Payroll must be recorded monthly on the **Form 3: Monthly Payroll Reporting Form. Certified Payroll Reports are not acceptable.** All contractors of all tiers are required to submit a monthly report of man hours and payroll to Willis **within 10 days following the end of the month.**

- Project Payroll shall include the total remuneration and hours worked for all employees working at the UConn Health Center Project site **ONLY**. All payroll records for the UConn Health Center Project should be kept separate from all other work. This will make the audit process easier.
- Project Payroll must be reported on a monthly basis; the covered period should be the first of the month through the last day of the month. For example, the report for month ending June 30th would be submitted by July 10th.
- Please use the same workers compensation codes and classifications as shown on your current Workers' Compensation policy. Show only total hours and total payroll for each classification of employee.
- Please use the same general liability codes and classifications as shown on your current General Liability policy. Please be sure to provide your revenue (total amount of your monthly requisition) value if your general liability is not based on payroll.
- In addition to providing your monthly payroll, Willis requires that you provide the total amount your company billed for the month (your requisition amount).
- Earnings for overtime should be included only at the straight hourly rate, **(do not include extra wages paid for overtime hours)**. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours. The man hours should reflect all hours worked, including overtime.
- If no work was performed on site for one or more months after your enrollment date, a report must be submitted indicating 'zero' hours.
- **If you have more than one contract and/or work order, please complete a separate Form 3 for each contract.**

Please retain a copy for your files. **Payroll reports must be submitted monthly to Willis.**

ALL CONTRACTORS MUST MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE CARRIER'S (THE HARTFORD) AUDITOR AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTER COMPLETION OF THE PROJECT.

▪ **WHEN CONTRACT IS COMPLETE**

When the contractor is 85% complete Form 5: Notice of Substantial Completion should be completed by the contractor and sent to the Insurance Administrator. Receipt of this form will alert the Insurance Administrator to verify all payroll records were received and, if necessary, request the carrier to perform a final audit.

**CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY
UCONN HEALTH CENTER AND THE OCIP MANAGER.
NO CONTRACTOR HAS THE AUTHORITY TO AMEND ANY OCIP REQUIREMENTS.**

Form 1: Insurance Cost Verification Form/Application for OCIP Insurance

About This Form:

- This form must be completed by each contractor/subcontractor as soon as a contract is awarded. No certificates of insurance or policies will be provided under the Owner Controlled Insurance Program (OCIP) until this form is received.
- Insurance costs must be verified on all bid documents
- Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project
- **Please print!**

A. Contractor Information

Contractor: _____ Circle one: Indv Ptshp Corp JV

Address: _____

Federal ID # (FEIN): _____

Contacts	Phone	Fax	E-mail
Office: _____	_____	_____	_____
Site: _____	_____	_____	_____
Safety: _____	_____	_____	_____
Insurance: _____	_____	_____	_____
Payroll: _____	_____	_____	_____

List Physical Address (if different than above): _____

B. Contract Information

UConn Health Center OCIP Project Name/Description: _____

Contract Value: \$ _____ Contract #: _____

Start Date: _____ Estimated Completion Date: _____

Awarding Contractor: _____ General Contractor: _____

Estimated Manhours: _____ Work Type: _____

Estimated # of Subcontractors: _____ Percent Subcontracted: _____

C. Insurance Carrier Information

Contractor's Broker/Agent

Company: _____ Contact: _____

Address: _____ Phone: (_____) _____

Worker's Compensation

Current WC Insurance Company: _____ Policy Period: _____

Experience Modifier: _____ Rate Date: _____ Policy #: _____

Deductible: _____ Retention: _____ WC Assigned Risk?: Yes or No WC State Fund?: Yes or No

General Liability

Current GL Insurance Company: _____ Policy Period: _____

Current GL rate is based on: Payroll OR Receipts per \$ _____ Policy #: _____

Deductible: _____ Retention: _____

D. Insurance Costs

NOTE: It is extremely important to accurately estimate payrolls anticipated for THIS CONTRACT ONLY. Payroll should be raw wages without burden, fringes, or overtime premium. However, it should include sick, vacation and holiday pay and imputed income.

WC Costs (Project Site Payroll Only) Attach additional pages if required				
WC Classification	WC Code	WC Rate/ \$100 Payroll	Estimated Payroll*	Premium
1.				
2.				
3.				
			Total	\$
			Experience Modifier	\$
			Increased Emp Liability	\$
			Premium Discount	\$
			Other Credit/Surcharge	\$
			Other Credit/Surcharge	\$
			Total WC Premium	\$

DEDUCTIBLE and SELF-INSURED RETENTION credits will NOT be allowed on the Worker's Compensation or General Liability Premium Calculations. The OCIP provides first dollar coverage for all contractors.

GL Costs (Project Site Payroll Only) Attach additional pages if required				
GL Classification	GL Code	Rate/ \$1000 Payroll/Receipts	Estimated Payroll/Receipts	Premium
1.				
2.				
3.				
4.				
			Total GL Premium	\$

Total Cost Verification	
Umbrella / Excess Liability: Name of Carrier: _____ Rate: _____ per \$ _____	\$
Subcontractor Premiums (Attach Form 4 for each Subcontractor)	\$
Total WC Premium (from WC Cost Chart on this Form)	\$
Total GL Premium (from GL Cost Chart on this Form)	\$
Total Premiums	\$
<p>Total Premiums represent the amount of insurance premiums excluded from the contractor's contract amount since the Owner is furnishing the construction insurance.</p>	

Attach copies of your declaration pages and schedule rate sheets for WC and GL.

Agreement: Sponsor of the Owner Controlled Insurance Program, or Sponsor's Agent, is granted permission by Contractor/Subcontractor to inspect the insurance and payroll records of Contractor/Subcontractor used in determining the above credit. The above amount should not be included in the Contractor's/Subcontractor's bid amount. Sponsor or Sponsor's Agent shall be given access to audit the project payroll records of Contractor/Subcontractor. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to the Owner. This assignment is valid for insurance policies whose premiums have been paid by the Owner on behalf of such Contractor/Subcontractor. It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program.

Signed _____ Title _____ Date _____

SEND FORM via E-mail to: wrapup.boston@willis.com OR Fax to: 617-351-7430 OR Mail to: Willis, Wrap-Up Dept., 3 Copley Place, Suite 300, Boston, MA 02116

Form 1: Insurance Cost Verification Form / Application for OCIP Insurance Instructions for Completion

A. Contractor Information

- a) Provide your full company name, street & mailing address, contacts, phone and fax numbers and e-mail addresses.
- b) Provide your Federal ID number (FEIN) – this is required to issue an OCIP policy.

B. Contract Information

- a) Please identify the specific project you are working on.
- b) Identify your full contract value and contract number (if one has been provided).
- c) Provide your anticipated start date (this will be used as the start date of coverage) and anticipated completion date.
- d) Please identify your Awarding Contractor (who you are under contract with).
- e) Provide your estimated on-site manhours.
- f) Provide a brief description of your work.
- g) Provide the number of subcontractors you plan to hire (if any).
- h) Provide the percent of your contract you may subcontract (if any).

C. Insurance Carrier Information

- a) Provide your own primary insurance broker or agent's contact information.
- b) Provide your own Worker's Compensation policy information including the carrier/company name, policy period, experience modifier, rate date, policy number, if you have any deductible or retention or if you are involved in an assigned risk or state find program. Your own agent broker can provide you with this information.
- c) Provide your own General Liability policy information including the carrier/company name, policy period, how the policy is rated, policy number and if you have any deductible or retention. Your own agent broker can provide you with this information

D. Insurance Costs

WC Costs

- a) Provide the industry WC Classification descriptions and WC codes that apply to your work. These can be found in your Worker's Compensation policy.
- b) List the rate that applies to each WC Classification and Code. These can be found in your Worker's Compensation policy.
- c) Provide the total projected payroll for the work you will be providing on the UConn Health Center Project site. This should be the straight time wage rate times the total hours.
- d) Calculate the Premium by taking your rate times the payroll divided by 100.
- e) State your current Experience Modification Factor and multiply the factor by your premium.
- f) Find your State Employers Liability Increase Limit factor on you policy and multiply it by your modified premium.
- g) Find your Premium Discount on your policy (if applicable) and apply the applicable credit to your premium.
- h) Provide any other credits and/or surcharges from your policy and apply them to your premium.
- i) Total WC Premium is the total premium calculated for this project.

GL Costs

- j) Provide the industry GL Classification descriptions and GL codes that apply to your work. These can be found in your General Liability policy.
- k) List the rate that applies to each GL Classification and Code – indicating either payroll or receipts as the basis. These can be found in your General Liability policy. Note that you need to provide both the premises/operations and products/completed operations rates.
- l) Provide the total payroll or gross receipts (contract value) for the UConn Health Center Project depending on the basis for your GL premium.
- m) Calculate the Total GL Premium by taking your rate times the payroll or gross receipts divided by 1000.

Total Cost Verification

- n) Provide the name of your Umbrella / Excess carrier, your rate and your rating basis.
- o) Calculate the Total Umbrella / Excess Premium by taking your rate times the payroll or gross receipts divided by 1000.
- p) Provide an estimated total insurance cost for your subcontractors; if unknown please use 3% of the subcontracted value. This is an estimate only and will be verified when your subcontractor enrolls.
- q) Copy the Total WC Premium and GL Premium from the sections above.
- r) Calculate the Total Premiums for the UConn Health Center Project. Upon review by Willis, this is the add-alternate insurance for you contract.
- s) Provide copies of your current Worker's Compensation and General Liability policy declaration pages and policy rating sheet. Your own agent / broker can provide these. These will be used to verify your premium calculation.**

E. Please sign the OCIP Agreement at the bottom of page 2.

If there are any questions on how to complete Form 1, please contact Christina Weissensee at 617-351-7429 or christina.weissensee@willis.com

PRODUCER:
INSURANCE BROKER / AGENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured: YOUR COMPANY NAME	Company Letter	A	Insurance Company
	Company Letter	B	Insurance Company
	Company Letter	C	Insurance Company
	Company Letter	D	Insurance Company

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

CO LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractor's Prot	Policy Number	mm/dd/yy	mm/dd/yy	General Aggregate	\$ 2,000,000
					Products-Comp Ops Agg.	\$ 2,000,000
					Personal & Adv. Injury	\$ 1,000,000
					Each Occurrence	\$ 1,000,000
					Fire Damage(any One Fire)	\$
					Med. Expense (Any one Person)	\$
B	Automobile Liability <input checked="" type="checkbox"/> Any Auto or <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability	Policy Number	mm/dd/yy	mm/dd/yy	Combined Single Limit	\$ 1,000,000 or
					Bodily Injury (Per Person)	\$ 1,000,000
					Bodily Injury (Per Accident)	\$ 1,000,000
					Property Damage	\$ 1,000,000
					Each Occurrence	\$ 5/2,000,000
C	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Policy Number	mm/dd/yy	mm/dd/yy	Aggregate	\$ 5/2,000,000
					SEE PAGE 13 FOR REQUIRED EXCESS LIMIT	
					XX	Statutory Limits
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	Policy Number	mm/dd/yy	mm/dd/yy	Each Accident	\$ 1,000,000
					Disease - Policy Limit	\$ 1,000,000
					Disease - Each Employee	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIA ITEMS ****PLEASE ALSO REFER TO YOUR CONTRACT****

The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each are named as additional insureds with respect to all operations performed by or on behalf of the named insured for the certificate holder. Waiver of Subrogation in favor of the Additional Insureds. Worker's Compensation and General Liability coverage is for off-site operations only.

CERTIFICATE HOLDER	CANCELLATION
UConn Health Center c/o Willis of Massachusetts, Inc. Wrap Up Dept. Three Copley Place, Suite 300 Boston, MA 02116-6501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Insurance Agent/Company Signature

Form 3: Monthly Payroll Reporting Form

Contractor Information Location Code: _____
 Company Name: _____ PROJECT: **UConn Health Center**
 Address: _____ Phone: _____ Fax: _____
 Awarding Contractor: _____ General Contractor: _____

Please contact Christina Weissensee at Willis (christina.weissensee@willis.com or 617-351-7429) with any questions about how to complete this form. Form should be sent to WRAPUP.BOSTON@WILLIS.COM.

Instructions:

- **COMPLETE ALL OF THE REQUESTED INFORMATION:**
 - Please refer to your OCIP enrollment for your WC/GL Classifications and Class Codes.
 - Earnings for overtime should be included only at straight hourly rates. Do not include the extra wages paid for overtime hours.
 - Payroll should be raw wages excluding burden, fringes and overtime premium.
 - **ONLY REPORT THE HOURS AND PAYROLL ASSOCIATED WITH ON-SITE LABOR.**
 - Separate payroll reporting for each contract is a requirement of this program.
- **PLEASE SUBMIT THIS REPORT BY THE 10TH OF THE MONTH TO WILLIS (wrapup.boston@willis.com).**

Payroll Information: Month Ending _____

Payroll/Receipts (Project Site Only)
 Attach additional pages if necessary

Classification (Worker's Compensation)	WC Class Code	Manhours Reg	Manhours OT	Payroll
1. WC				
2. WC				
3. WC				
4. WC				
Total:				\$

Classification (General Liability)	GL Class Code	Manhours Reg	Manhours OT	Payroll/ Receipts
01. GL				
2. GL				
3. GL				
4. GL				
Total:				\$

Monthly Receipts (total amount BILLED for the month): \$ _____

Agreement: The above is a true and complete statement of the entire remuneration of services rendered by employees of the company shown above.

Signature _____ Title _____ Date _____

Form 4: Notice of Subcontract Award

To: Willis of Massachusetts, Inc.
Attn: Wrap-Up Dept.
3 Copley Place, Suite 300
Boston, MA 02116
Fax: 617-351-7430
wrapup.boston@willis.com

UConn Health Center OCIP

Project Name: _____

This is to inform you that we have awarded the following contract to the following Contractor:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ E-Mail: _____

Contact: _____

Type of Work: _____ Contract Value: \$ _____

Start Date: _____ Estimated Completion Date: _____ Estimated Payroll: \$ _____

Awarding Contractor: _____

By: _____

Title: _____

Date: _____

General Contractor (if different) _____

Your Subcontractor must complete 'Form 1: Insurance Cost Verification Form / Application for OCIP Insurance' and follow all OCIP enrollment procedures.

Form 5: Notice of Substantial Completion

To: Willis of Massachusetts, Inc.
Attn: Wrap-Up Dept.
3 Copley Place, Suite 300
Boston, MA 02116
Fax: 617-351-7430
wrapup.boston@willis.com

UConn Health Center OCIP

Project Name: _____

Your Company's Name: _____

By: _____ Title _____

Please be advised, we are scheduled to complete our work for:

Awarding Contractor: _____ General Contractor: _____

Completion Date: _____ Final Contract Value: _____

We used the following subcontractors who will also complete their work on the date indicated:

Subcontractor:	Completion Date:
_____	_____
_____	_____
_____	_____

_____ This is our only contract at the Project Name

_____ We are still working on the following contracts at the Project Name

Awarding Contractor:	Contract Description:
_____	_____
_____	_____
_____	_____

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____ Fax: _____

Address: _____

Form 6: Supplemental Insurance Information

About This Form:

- This form may be completed by each contractor/subcontractor for any additional contracts awarded and only if Form 1 has been completed for another contract OR this is a change order. No certificates of insurance will be provided under the Owner Controlled Insurance Program (OCIP) until this form is received.
- Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project

A. Contractor Information

Contractor: _____ Contact: _____

Address: _____

B. Contract Information

UConn Health Center OCIP

Contract or Change Order Value: \$ _____

Project: _____

Start Date: _____

Estimated Completion Date: _____

Awarding Contractor: _____

Estimated Manhours: _____

Estimated # of Subcontractors: _____

Percent Subcontracted: _____

C. Insurance Costs

For Change Order: Use rates established under original contract.

For Additional Contract: Use rates in effect at time contract is bid. Workers' Compensation, General Liability and Excess/Umbrella policy declaration pages and rating sheets are required and must be attached.

WC Costs (Project Site Payroll Only)				
Attach additional pages if required				
WC Classification	WC Code	WC Rate/ \$100 Payroll	Estimated Payroll*	Premium
1.				
2.				
3.				
4.				
Total			\$ _____	\$ _____
DEDUCTIBLE and SELF-INSURED RETENTION credits will NOT be allowed on the Worker's Compensation or General Liability Premium Calculations. The OCIP provides first dollar coverage for all contractors.			Experience Modifier	\$ _____
			Discounts/Surcharges	\$ _____
			Total WC Premium	\$ _____

GL Costs (Project Site Payroll Only)				
Attach additional pages if required				
GL Classification	GL Code	Rate/ \$1000 Payroll/Receipts	Estimated Payroll/Receipts	Premium
1.				
2.				
3.				
4.				
			Total GL Premium	\$ _____

Umbrella/Excess Liability	Rate: _____ per \$ _____ Payroll / Receipts	\$ _____
Subcontractor Premium (Please submit Form 4 for any subcontractors)		\$ _____
TOTAL PREMIUM		\$ _____

Signed _____ Title _____ Date _____

SEND FORM via E-mail to: wrapup.boston@willis.com OR Fax to: 617-351-7430 OR Mail to: Willis, Wrap-Up Dept., 3 Copley Place, Suite 300, Boston, MA 02116

**EXAMPLE OF ENDORSEMENT FOR CONTRACTORS TO REQUEST FOR THEIR
WORKERS' COMPENSATION AND GENERAL LIABILITY POLICY COVERING
WORK OTHER THAN THIS OWNER CONTROLLED INSURANCE PROGRAM SITE**

WC-OCIP-01

DESIGNATED WORK-PLACE EXCLUSION ENDORSEMENT

This policy does not cover work conducted at:

The UConn Health Center Project Site. The Project Site also includes areas adjacent or nearby these described tracts of land where incidental operations are performed, provided said areas are made available to contractor by **UConn Health Center** or approved in advance by **UConn Health Center** in writing, excluding permanent locations of any insured party other than Owner.

SUMMARY (CHECKLIST) OF REQUIRED PAPERWORK

All forms listed below must be submitted to Willis either by fax: 617-351-7430 or e-mail: wrapup.boston@willis.com.

When bid packages are sent out, the prospective contractor should be made aware that the OCIP is in place and a copy of the insurance manual enclosed. **Form 1: Insurance Cost Verification Form / Application for OCIP Insurance** must be submitted with the bid.

The term 'Contractor(s)' refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers.

When a contract award is made:

- **Form 4: Notice of Subcontract Award** - To be completed by the contractor making the award. Information can be handwritten and faxed or e-mailed to Willis, hold the original in your file. A separate form must be completed for each subcontractor. This initiates the enrollment process. If the Awarding Contractor has a copy of the Form 1 that was submitted with the bid this should be sent with the Form 4 to Willis.

Must be submitted prior to working on project site:

- **Form 1: Insurance Cost Verification Form / Application for OCIP Insurance** - To be completed by each Contractor and submitted with the bid. As soon as the contract is awarded and no later than 72 hours prior to starting work on-site, Form 1 must be forwarded to Willis with copies of your declaration and rating schedules from your primary policies. Information can be handwritten and faxed or e-mailed to Willis, hold the original in your file.

Policy number cannot be assigned nor can a certificate of insurance be issued until this signed form is received.

- **Certificate of Insurance** (Off-Site / Auto Coverage) must reflect:
 - Current insurance program; and meet the requirements of the contract.
 - The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each have been added as **Additional Insureds** to the General Liability and Automobile Liability and a **Waiver of Subrogation** in favor of The State of Connecticut, University of Connecticut, UConn Health Center, UConn Health Center Finance Corporation, Design-Builder, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each have been endorsed to the Worker's Compensation, General Liability and Automobile Liability policies.
 - **UConn Health Center** c/o Willis must be shown as the certificate holder.

Renewal information on contractor's primary insurance program is required

SUMMARY (CHECKLIST) OF REQUIRED PAPERWORK CON'T.

Must be submitted for Additional Contracts (only if already enrolled) and for Cumulative Change Orders, Purchase Orders or Work Orders totaling \$150,000:

- **Form 6: Supplemental Insurance Information** - To be completed by each Contractor if you are awarded an additional contract or have been issued cumulative change orders, purchase orders or work orders totaling \$150,000. Information can be handwritten and faxed or e-mailed to Willis, hold the original in your file.

Must be submitted to Willis by the 10th of the following month:

- **Form 3: Monthly Payroll Reporting Form** - To be completed by each Contractor every month. Hold a copy in your file. Please note if no work was performed on site for one or more months after your enrollment date, a report must be submitted indicating 'zero' hours. **We can not accept Certified Payroll Reports. Please refer to page 22 for instructions on how to complete the form.**

Must be submitted when 85% complete:

- **Form 5: Notice of Substantial Completion** - To be completed by each Contractor. Information can be handwritten and faxed or e-mailed to Willis, hold the original copy in your file.

CLAIMS PROCEDURES MANUAL

The term 'Contractor(s)' refers to all eligible contractors including the General Contractor, Trade Contractors and Subcontractors of all tiers.

ALL WORKER'S COMPENSATION AND GENERAL LIABILITY CLAIMS SHOULD BE REPORTED IMMEDIATELY TO (THE GENERAL CONTRACTOR) WHO WILL REPORT IT TO JACOBS WHO WILL REPORT IT TO THE CARRIER.

CONTACT INFORMATION

**THE HARTFORD'S 24 HR. CLAIM REPORTING CENTER:
USE LOSS CONNECT ACCT#: 59154
1-800-327-3636 or LOSSCONNECT@THEHARTFORD.COM**

This manual contains all the necessary information for reporting and filing a claim. It is subdivided by insurance/claim type.

Currently, the Owner Controlled Insurance Program (OCIP) has four types of insurance included in the program as follows:

- A. Workers' Compensation**
 - B. Commercial General Liability**
 - C. Pollution Liability**
 - D. Builders Risk (This program is separate from the OCIP program)**
- A. **Workers' Compensation** insurance covers statutory lost wage claims and medical benefits for workers of All Enrolled contractors.
 - B. **Commercial General Liability** insurance covers liability arising from claims of third parties (non-Project entities) for Bodily Injury and Property Damage Losses arising out of Project Activity.
 - C. **Pollution Liability** insurance covers claims for third party bodily injury, property damage or clean-up cost or environmental damages arising from **pollution conditions** caused in the performance of covered operations or arising from Project Activity. The coverage applies to sudden and gradual pollution events and responds to clean up costs both on and off the work site.
 - D. **Builders Risk** insurance applies to damage to the project work (i.e the buildings and building materials that will become a permanent part of the completed structure.) This insurance covers contractors and subcontractors of all tiers whether enrolled or excluded. **Special note:** Contractor's tools and equipment are not covered by this insurance policy and should be covered by each contractor's own (non-OCIP) Tools and Equipment Floater Policy.

How to use this Manual

The first step is to identify what type or types of claims have occurred using the above A-D categories. Once the type of claim is determined, please refer to the following pages that outline the reporting procedures for that line of coverage.

If you are not sure or have any questions regarding claims, please contact Christopher Miskavitch in the Willis Construction Claims Department:

Christopher Miskavitch

Willis Construction Claims

3 Copley Place, Suite 300, Boston, MA 02116

Phone: 617-351-7462

E-mail: christopher.miskavitch@willis.com

**MEDICAL FACILITIES IN CLOSE PROXIMITY TO THE PROJECT SITE IN CASE OF
INJURY OR ILLNESS ON THE JOB:**

Non-Life Threatening:

**PLEASE GO TO THE ON-SITE CLINIC (BUILDING 18) PROVIDED BY ONSITE OHS
FOR FIRST AID AND EVALUATION**

Serious Injury or Life-Threatening:

To be agreed upon at a later date

STATE WORKERS' COMPENSATION REPORTING INSTRUCTIONS

- In the event of a work-related injury, the Employer/Contractor should immediately complete an 'Employer's First Report of Occupational Injury or Disease' Form found on the following page. This form must be forwarded to (the General Contractor) immediately, but in no case later than 24 hours. The General Contractor is responsible for reporting all injuries to Tom Royle, the Jacobs Sr. Construction HSE Manager who will report to the Carrier.

- If you are unable to contact someone at _____ (the General Contractor) or the Jacobs HSE Manager, enrolled Contractors of all tiers must report all employee injuries to **The Hartford** (the OCIP Carrier) via any of the following methods – *Contractors should only be reporting claims to the Carrier as a last resort:*
 - Report lost time or medical only workers' compensation claims via **1-800-327-3636, please note Loss Connect Acct #: 59154.** (This operator-attended number is accessible 24 hours a day.)
 - Contractors can also **e-mail** claim notices to **lossconnect@thehartford.com**
 - Contractors can also **fax** claim notices to **1-800-347-8197**

Utilizing the 1-800 number allows for quicker response time from the insurance carrier in the adjustment of the claim.

The OCIP WC Carrier will file the required forms with the **Connecticut Division of Workers' Compensation** on behalf of the contractor.

Please be sure to indicate Loss Connect Acct #: 59154 and your OCIP Worker's Compensation policy number (this can be found on the OCIP Certificate of Insurance issued by Willis) when filing all claims with The Hartford (OCIP Carrier).

- All Medical Bills should be mailed or faxed to (please include claim number):

The Hartford
P. O. Box 14170
Lexington, KY 40512
Fax: 859-258-2235
Inquiries: 800-526-1611

- To locate **Network Medical Providers** please contact the Network Referral Unit at 800-327-3636 and select 4 at the prompt or <http://www.talispoint.com/htfd/external/>



**State of Connecticut
Workers' Compensation Commission**

Send this form to: Workers' Compensation Commission, 21 Oak Street, Hartford, CT 06106-8011

Rev. 7-13-2009

FRI

Date filed in Chairman's Office

Employer's First Report of Occupational Injury or Illness

File pursuant to C.G.S. § 31-316 for injuries that result in INCAPACITY FOR ONE DAY OR MORE. Please TYPE or PRINT IN INK.

(for WCC use only)

Employer (Name, Address & Zip)		Phone #	Carrier / Administrator Claim #		OSHA Log Case #	Report Purpose Code	
SIC Code		FEIN		Jurisdiction	Jurisdiction Claim #		
				Employer's Location Address (if different)		Phone #	
Carrier (Name, Address & Zip)		Phone #	Claims Administrator (Name, Address & Zip)		Phone #		
Policy / Self-Insured #			<input type="checkbox"/> Check, if Self-Insured	Policy Period (MM/DD/YY)			
				FROM:	TO:		
Employee: Last Name		First Name	Middle Name	Gender	Date Hired (MM/DD/YY)	State of Hire	
D.O.B. (required)		Phone #		<input type="checkbox"/> Male <input type="checkbox"/> Female	Occupation / Job Title		
Address (incl. Zip)					Rate of Pay \$ _____ per	NCCI Class Code	
				<input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other			
Date of Injury / Illness (MM/DD/YY)		Town of Injury / Illness		Physician / Health Care Provider (Name, Address & Zip)			
Time Employee Began Work		<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Did Injury / Illness occur on Employer's Premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hospital (Name, Address & Zip)		
Time of Occurrence		<input type="checkbox"/> cannot be determined <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Type of Injury / Illness				
Date Employer Notified (MM/DD/YY)		Part of Body Affected					
Date Disability Began (MM/DD/YY)		Type of Injury / Illness Code					
Date Last Worked (MM/DD/YY)		Part of Body Affected Code		Initial Treatment			
Date Return(ed) to Work (MM/DD/YY)		Were Safeguards or Safety Equipment provided? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Fatal, Date of Death (MM/DD/YY)		If provided, were they used? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> No Medical Treatment <input type="checkbox"/> Emergency Care			
All equipment, materials, and/or chemicals employee was using when accident or illness exposure occurred:		How Injury / Illness Occurred — Describe the sequence of events, including any objects or substances that directly injured the employee or made the employee ill:		<input type="checkbox"/> Minor — by Employer <input type="checkbox"/> Hospitalized More Than 24 Hours			
Specific activity and/or work process employee was engaged in when accident or illness exposure occurred:				<input type="checkbox"/> Minor — by Clinic / Hospital <input type="checkbox"/> Future Major Medical — Lost Time Anticipated			
Contact Name				Date Administrator Notified (MM/DD/YY)			Date Prepared (MM/DD/YY)
Phone #				Preparer's Name & Title			Phone #
		Cause of Injury Code					

UConn Health Center OCIP

Commercial General Liability Loss Notice

Contractors Note: For urgent carrier response needs, please call Mark Lemire at The Hartford at 860-471-7296

Insured (Company Name): _____

GL Policy Number: _____

Date & Time of Loss: _____

Loss Location: _____

Type of Loss: _____

Description of Loss & Damage: _____

Description of Accident: _____

Property Damaged Other Veh./Prop. Ins.? Company/Agency Name & Policy #
Describe Property (If auto, year, make, model, plate no.) Yes No

Owner's Name & Address Phone # Other # E-mail

Other Driver's Name & Address Phone # Other # E-mail

Describe Damage Estimate Amount Where Can Damage Be Seen?

Injured Party #1 circle one: Insureds Vehicle Other Vehicle Other

Name & Address Age Extent of Injury

Contact Info. (Cell / Home / E-mail)

Injured Party #2 circle one: Insureds Vehicle Other Vehicle Other

Name & Address Age Extent of Injury

Contact Info. (Cell / Home / E-mail)

Witness #1

Name & Address Age

Contact Info. (Cell / Home / E-mail)

Witness #2

Name & Address

Age

Contact Info. (Cell / Home / E-mail)

Reported By

Company Name:

Cell # / Trailer Phone # / Email address:

Send To:

CONTRACTOR

Jacobs / Sr. Construction HSE Manager

Tom Royle

E-mail: royle@uchc.edu

Willis Claims Department

Christopher Miskavitch

E-mail: christopher.miskavitch@willis.com

UConn Health Center OCIP

Contractors Pollution Liability Loss Notice

Contractors Note: For urgent carrier response needs, please call **TBD**

Insured (Company Name): _____

OCIP GL Policy Number: _____

Date & Time of Loss: _____

Loss Location: _____

Description of Pollution condition release / Resulting Damage: _____

Description of remediation activity (if performed and by whom?)

List any governmental agencies who responded (Dept. of Environmental Protection; Fire Department etc.) _____

Contractor: _____

Subcontractor: _____

Person to Contact: _____ Company name: _____

(please provide each) Cell # / Trailer Phone # / Email address: _____

Reported By _____ Company name: _____

(please provide each) Cell # / Trailer Phone # / Email address: _____

Immediately Send To: Jacobs / HSE Construction Manager

Tom Royle

E-mail: royle@uchc.edu

Willis Claims Department

Christopher Miskavitch

E-mail: christopher.miskavitch@willis.com

UConn Health Center OCIP

Builders Risk Property Loss Notice

Contractors Note: For urgent carrier response needs, please call TBD

Insured (Company Name): _____

Date & Time of Loss: _____

Loss Location: _____

Type of Loss: _____

Description of Loss & Damage: _____

Contract No.: _____

Contractor: _____

Subcontractor: _____

Person to Contact: _____ Company Name: _____

(please provide each) Cell # / Trailer Phone # / Email address: _____

Reported By _____ Company name: _____

(please provide each) Cell # / Trailer Phone # / Email address: _____

Immediately Send To: Jacobs / Sr. Construction HSE Manager

Tom Royle

E-mail: royle@uchc.edu

Willis Claims Department

Christopher Miskavitch

E-mail: christopher.miskavitch@willis.com

CLAIM CONTACTS

Willis Construction Risk Department

Christopher Miskavitch

Sr. Claim Specialist
Three Copley Place Suite 300
Boston, MA 02116
Phone: 617-351-7462
Fax: 617-351-7430
E-mail: christopher.miskavitch@willis.com

The Hartford - WC & GL Carrier Claims Department

Mark Lemire

Claims Manager
One Hartford Plaza
Hartford, CT 06155
Phone: 860-471-7296
E-mail: mark.lemire@thehartford.com

Jacobs - Construction Manager

Tom Royle

Sr. Construction HSE Manager
Farmington Ave.
Farmington, CT 06032
Phone: 832-477-6953
E-mail: royle@uchc.edu

- General Contractor

Site Safety Manager

Phone:
E-mail:

RISK / LOSS CONTROL

All Contractors and Subcontractors of all tiers are required to comply with the General Contractor's Project Specific Safety Program that is part of the construction contract. *The Site Specific Safety Manual is a separate document. If a copy is needed, please send a request to wrapup.boston@willis.com.*

▪ **Safety Statement:**

UConn Health Center is committed to work place safety and health. Every effort will be made to maintain the Project Site free from recognizable hazards. Each employee of the Contractor and the employees of each Subcontractor of any tier will be expected to adopt this same commitment to safety and health. During the construction of the Project the same attention will be given to safety, quality, and production. The goal of the Project Team is to create an accident free environment.

To the extent provided in the General Contractor Agreement it is the responsibility of the General Contractor to maintain control of safety so that its employees and employer of all on-site contractors, and the general public will be provided an environment free of recognized hazards during construction activities. Nothing is more important than providing a safe and healthful environment in which to work.

Project Safety Manual - The safety requirements of the General Contractor Project Safety Manual are a supplementary document to all Government rules, codes and regulations. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual Contractor. Contractors are responsible for full compliance with the requirements and standards referenced in the Manual as well as all site conditions and implementation of the safety requirements of the construction contract.

▪ **Safety Coverage:**

The contractor's supervision, including Superintendent, Assistant Superintendent, Safety Representative and Foremen will be responsible, along with Contractors supervision for the enforcement of the Safety Rules and Regulations on the projects. Proper personal protective equipment such as hard hats, eye protection, work style boots, pants with full leg coverage and shirts with sleeves at least 4" in length will be required.

▪ **Special Requirements:**

All Contractor(s) shall identify:

- Who is responsible for enforcement of Safety Rules and Regulations
- Who their competent persons are per OSHA's 1926 Regulations
- Who is qualified to operate any equipment including, but not limited to; Forklifts, Cranes, Snorkel Lifts, Scissor Lifts, Lasers and Power Actuated Tools.
- Who is responsible for notification to the General Contractor in case of injury or accident within Contractor/Subcontractor work forces.

- **Safety Responsibility**

The responsibility for maintaining a safe and healthful job site rests with the Project Management of each Contractor. The Project Management will be assisted by the Site Safety Representative (where applicable), assistants, foremen, and each employee assigned to the Project(s). Each Contractor's corporate safety staff and management shall be available to **UConn Health Center** and designated Insurance Carrier as needed to insure an overall safe and healthful job site.

A Safety Committee consisting of Loss Control specialists from the General Contractor, Willis, the Insurer and the Project Safety Manager will have regular monthly meetings. The Contractors safety managers will be expected to attend these meetings.

- **Protection of the Public:**

Each Contractor shall take all necessary precautions to prevent injury to the public or damage to the property of others.

- Work shall not be performed in any area occupied by the public unless specifically permitted by the contract or in writing by the Project Management.
- When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings and vehicular roadways, the Contractor shall protect the public with appropriate guardrails, barricades, temporary partitions, shields and adequate visibility.

- **Emergency Information:**

In case of any emergency that requires E.M.S., the Fire Department, or the Police, please contact the Project Supervisor, the General Contractor Project Safety Manager or the OCIP Insurance Carrier.

Each Contractor shall post a list of emergency phone numbers along with the type of information to be transmitted for an emergency situation at each phone, which may be used in an emergency.

The Contractor shall be notified of any incident or accident, no matter how minor, immediately. Upon notification, contractor will follow claim reporting procedures outlined in this manual or any supplemental manual.

- **Drug Testing Policy:**

The **UConn Health Center** Project does have a drug testing program.

UConn Health Center OCIP

RISK / LOSS CONTROL OVERVIEW

The effectiveness of the Safety and Health Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities are needed for an effective program.

The **UConn Health Center** OCIP Team will assist in monitoring Contractors and it's Subcontractors implementation and application of their respective safety programs and the **UConn Health Center** OCIP safety programs at the work site. The **UConn Health Center** OCIP Team has the authority to stop work when either site conditions and/or work practices present an imminent danger (i.e. may result in serious injury, death or extensive property damage) until those conditions and/or practices are corrected.

Each Contractor shall be held responsible for its own and its Subcontractors compliance with the project safety requirements.

Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.

Each Contractor and its Subcontractors shall designate an on the job safety Administrator. This may include a supervisor/foreman with safety knowledge. This will be the **UConn Health Center** OCIP Team's contact for safety concerns.

All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective Equipment for the job task they are performing. At the minimum a hard hat, safety glasses, safety vest, long pants, shirt with minimal 4-inch sleeve and work boots.

All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.).

Each Contractor and its Subcontractors shall assure that a qualified "Competent Person" is provided at work locations where required by OSHA.

Each Contractor and its Subcontractors shall assure that all applicable forms (confined space permit, hot work permit, lock out/tag out, critical lift checklist, JSA, excavation permit, etc.) are provided at work locations where required by OSHA.

NOTE: This is only a brief overview of the UConn Health Center Construction Safety and Health Manual. In the event of a conflict between the provisions of this overview, the OCIP Manual and applicable local, State or federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply.

THE UNIVERSITY OF CONNECTICUT HEALTH CENTER

**ENVIRONMENTAL, HEALTH, and SAFETY (EHS)
POLICIES, REGULATIONS AND RULES**

for

**CONSTRUCTION, SERVICE, and MAINTENANCE
CONTRACTORS**



**Contractor EHS Manual
August 13, 2012**



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I. UCHC POLICY, REGULATIONS AND RULES AFFECTING ALL CONTRACTORS

OVERVIEW

The Environmental, Health, and Safety (EHS) Guidelines establish requirements for managing safety for the University of Connecticut Health Center (UCHC) campus. This information is intended only as general, high level strategy and information and should not be interpreted as being all inclusive of all requirements.

It is the responsibility of each Contractor to comply with the policies and intent of this manual as well as all applicable federal, state, local, and UCHC requirements. This document does not relieve the contractor of the responsibility and obligation to comply with all applicable local, state and federal regulations, laws, ordinances or statutes, as well as State of Connecticut and local building codes. It is every contractor's, their subcontractor's, delivery persons and vendor's responsibility to seek out and understand workplace safety precautions, and to take those actions that will allow them to work safely and effectively in their assigned work areas. It is ultimately your responsibility to exercise educated, sound judgment, and to use your own experience and expertise to incorporate EHS considerations into everything you do.

INTRODUCTION

At UCHC, our students, patients and workforce are our most valuable resource. No one aspect of our objective is more important than providing a safe and secure workplace and operating in an environmentally sound manner. Strong Environmental, Health, and Safety (EHS) programs will prevent injuries, control losses, and minimize environmental impacts. We expect contractors to join us in providing a workplace free of uncontrolled hazards to people, the environment and our campus. All construction, service and maintenance contractors must comply with all federal, state and local laws, as well as UCHC's Environmental, Health, and Safety policies and procedures and UCHC's Code of Ethics and Harassment Policy.

UCHC's contractor safety effort is not intended to directly manage the safety of contractors or their personnel. While UCHC shall communicate known hazards, Contractors are expected to manage Environmental, Health, and Safety hazards, risks and programs for their employees and subcontractors. Our goal is to clearly communicate our EHS philosophy and expectations to all Construction, Service and Maintenance Contractors that do business with the University.

UCHC EHS requirements may be stricter than government regulations. Regulatory compliance is a minimal expectation. Contractors shall, therefore, evaluate the contents of this document as it pertains to the work to be performed on UCHC properties. Contractors shall ensure that their employees and subcontractors understand these requirements.

Before starting work at UCHC, contractors are advised to contact the appropriate UCHC Project Representative to exchange pertinent safety information and to review applicable EHS guidelines and standard operating procedures (SOPs.)

CONTRACTOR RECEIPT ACKNOWLEDGEMENT FORM

An authorized contractor representative must sign the Contractor Receipt Acknowledgement form (see Appendix V) prior to commencing work, with a copy being submitted to the UCHC Project Representative. The signature indicates an acknowledgement and understanding of the requirements of this document.

EHS MANAGEMENT SYSTEM

The work interface and cooperation of contractors shall be managed between contractors to maximize safety and efficiency and to prevent the construction activities having any uncontrolled affect on site operations. The following meetings and systems will be introduced and deployed throughout the duration of the contract:

Management Safety Leadership Team (MSLT)	Monthly
Project Operations/White Board Meetings	Daily
Contractor Safety Co-ordination Meeting	Weekly
Individual Contractor Meeting	Weekly
Kick Off Safety Meeting	As Required
Tool-box Talk	Minimum 1 weekly
Daily Safety Briefing and Pre task Plan writing	Daily
Safety Leadership Team (SLT)	Weekly
Contractor Safety Performance	Weekly and Monthly

Monthly MSLT (Management Safety Leadership Team) Meetings:

Attendees: UCHC Project Safety Management, Construction Management Senior Management, Contractors Senior Management, Program HSE Manager, Willis Safety Manager

The Construction Manager will Act as chairperson of the Safety Leadership Team to ensure it is effective and that monthly meetings are held and attended by all contractor representatives to promote Beyond Zero Culture of Caring for Incident and Injury Free work place among the construction team.

- Agenda:
- To oversee and correct any deficiencies to the full project HSE management system and visibly support HSE planning and policies.
 - To ensure resources are available for safety.
 - To review site leading HSE metrics and safety performance trends.
 - To review 30 day Look Ahead Schedules for HSE Issues
 - To modify, update, review the H&S Plan.

Frequency: Monthly

Venue: UCHC Project Office

Project Operations/White Board Meetings

Project specific daily meetings in which safety, protocol and any other construction related activities are discussed. All contractors' supervisors shall attend this meeting.

There will be a weekly project meeting in which safety will be discussed and in addition to this there will also be a specific safety meeting to deal with information in relation to incidents/incidents, leading and lagging indicators, tool box talk topics and general safety initiatives and information.

Periodic meetings may be called outside of these normal scheduled meetings at Jacobs' discretion.

Contractor Weekly Safety Co-ordination Meeting:

Attendees: Safety; Construction Manager, Contractor Senior Management, Contractor Safety Management, UCHC HSE Representative.

Agenda: Review Subcontractor HSE Issues.

Review incidents/incidents.

Review weekly audits.

Review leading metrics from SPA Assessment, Safety Suggestions, etc.

Collate and review Tool Box Talk and Safety Meeting process.

Look ahead at future activities, method statements, SPA's etc.

To implement site wide HSE action plans

Review of new hire plans for the next month

Review needs for access and lighting

To promote HSE generally.

Frequency: 1/week

Venue: UCHC Project Office

The following subjects relating to safety shall be reviewed and any significant events or actions necessary shall be recorded in the minutes of the meeting:-

- a. authorizations to proceed with work
- b. occurrence of incidents, dangerous incidents or near-misses
- c. site leading HSE metrics and safety performance trends
- d. changes to safety supervision
- e. notifications to or from regulatory authorities
- f. hazardous activities planned in next few weeks
- g. approval of method statements for hazardous activities

- h. status and consequences of environmental permits
- i. use of work permits
- j. safety promotion activities
- k. increase or decrease in project manpower
- l. Review of environmental audit

A copy of the weekly site audit report shall be attached to the minutes of the meeting.

Weekly Individual Contractor Coordination Meeting:

Attendees: The contractor Site Manager, contractor Safety Advisor, CM Coordinator for contractor, Project Safety Manager, subcontractors Site Manager, and Subcontractors Safety Advisor

- a. Review Subcontractor and Subcontractor HSE Issues.
- b. Review incidents/incidents.
- c. Review weekly audits.
- d. Review leading metrics from Pre Task Planning Assessment, Safety Suggestions, etc.
- e. Collate and review Tool Box Talk and Safety Meeting process.
- f. Look ahead at future activities, method statements, Pre task Planning etc.
- g. To implement site wide HSE action plans
- h. Review of new hire plans for the next 3 weeks
- i. Review needs for access and lighting
- j. To promote HSE generally.

Contractor Safety Kick-off Meetings:

Attendees: Site Manager, Contractor Owner/Principle, Contractor Site Manager, Contractor Safety Advisor, Coordinator for Contractor, Project Safety Manager for the Contractor, and where applicable Subcontractor Owner/Principle, Subcontractors Site Manager, and Subcontractors Safety Advisor

Held as needed as new contractors come on board. UCHC and CM shall be given three days notice of any meetings.

Weekly Tool Box Talks:

Contractor and Subcontractor Trade Supervisors are required to hold weekly tool box talks with their construction workers. Meeting topic, discussion points, and attendance shall be recorded in a report and copies issued to the UCHC Safety Manager for inclusion in the safety file.

Daily Safety Briefings

All subcontractors and subcontractor personnel are required to hold a daily safety meeting. During this time the Pre-Task Plan will be completed. Meeting topic, discussion points, and attendance shall be recorded in a report and copies kept on file.

Safety Leadership Team (SLT):

Attendees: Select individuals from UCHC, Construction Managers and contractors representing Management, Supervision, Employees and HSE for the project.

The team meets weekly for 1 hour. Subcommittee meetings may also be held with select members of the committee to work on specific issues.

The objective of the HSE Employee Involvement Committee is to find, record, and change at-risk behaviors through employee involvement in the Pre-Task Assessment Process.

The committee will establish a charter, perform a baseline survey and subsequent surveys, develop a Pre-Task Assessment implementation Plan, and manage the Pre-Task Assessment Process which includes training observers, collecting data, analyzing the data, implementing improvements, and evaluating the effectiveness of improvements.

Subcontractor safety Performance:

The UCHC Safety Manager shall review the results of the safety inspections, and of any incidents reported in between inspections, to assess the performance of the construction subcontractors. Performance trends shall be indicated in the weekly and monthly safety report.

UCHC SPECIFIC WORK RULES AND POLICIES

JOBSITE SECURITY, BARRICADES AND FENCING

Contractors conducting construction/renovation activities shall ensure that the health and safety of UCHC students, patients and workforce is not adversely affected. Exposure to physical and chemical hazards by the general public shall be minimized using engineering controls. Barricades, barriers, fencing and signs shall be used. Signs, signals and barricades shall meet OSHA requirements. Any changes in planned construction activities shall be brought to the attention of the UCHC Project Representative and the appropriate notification can be made to all affected UCHC staff, patients and students. The Contractor shall secure the job site after work hours to prevent unauthorized entry. The Contractor shall coordinate procedures to allow authorized UCHC access.

INTERIM LIFE SAFETY MEASURES (ILSM)

ILSM are a series of administrative actions required to temporarily compensate for the significant hazards posed by construction activities. ILSM apply to all construction/maintenance workers, are implemented upon project development, and must be continuously enforced through project completion. ILSM are intended to provide a level of safety comparable to that described in the Life Safety Code. Project Managers / Contractors of UCHC must implement ILSM whenever

construction or maintenance activities impair or interrupt features of the life safety emergency egress, detection, alarm, containment or extinguishing systems.

Some examples of ILSM include posting of temporary signage and notification of occupants of alternate emergency exits and escape routes, and fire watch assignment when detection or alarm systems are deactivated.

Every construction or renovation project must be evaluated to determine if ILSM need to be implemented during the course of the work. An ILSM Assessment Form must be filled out and approved by UCHC. The project manager and the contractor should partner with the appropriate UCHC departments to develop an ILSM Plan, prior to beginning work.

PROTECTION OF THE PUBLIC

Access to the Site

No work shall be performed in any area occupied by the public unless specifically reviewed and permitted by UCHC. In that the project interfaces with the public, precautions to be taken include, but are not limited to:

Each Contractor shall take such necessary action as is needed to protect and maintain public use of sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, exits and vehicular roadways.

The Contractor shall protect the public with appropriate sidewalk sheds, canopies, catch platforms, fences, guardrails, barricades, shields, and adequate visibility as required by laws and regulations of governing authorities. Such protection shall guard against flying materials, falling or moving materials and equipment, hot or poisonous materials, flammable or toxic liquids and gases, open flames, energized electric circuits or other harmful exposures.

Guardrails shall be made of rigid materials complying with the requirements for standard guardrails as defined by OSHA and the Project Safety Plan. Temporary sidewalks, ramps or stairs shall be provided with guardrails on both sides whenever permanent sidewalks, ramps or stairs are obstructed by the work. UCHC may authorize barricades, secured against incidental displacement, meeting the requirements of local authorities, where fences, sheds, walkways and/or guardrails are impractical. During the period when any barricade, fence, shed, walkway, or guardrail is removed for the purpose of work, a watchman shall be placed at all openings.

Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signalman shall control the moving of motorized equipment in areas where the public might be endangered. Warning lights, including lantern, torches, flares and electric lights, meeting the requirements of governing authorities shall be provided and maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These warning signs and lights shall be placed at both ends of such protection or obstruction and not over 20 feet apart alongside of such protection or obstructions. With respect to operations being performed on public roadways, all DOT and/or municipality requirements towards public safety will be strictly observed.

Access to the site is limited to the entrance designated for construction traffic as indicated on the site plans issued with the construction documents. At no time should Contractor personnel or vehicles obstruct traffic on public streets or Owner entry driveways.

All material deliveries shall be scheduled in advance with the Project Superintendent and shall be completed within the time segment allocated for the specific delivery.

A temporary fence (minimum of 6 feet in height) in compliance with laws and regulations of governing authorities shall be provided and maintained around the perimeter of operations on the project site to control access to the work by employees, to protect the public, and to restrict access by unauthorized individuals

Authorized Visitors

All visitors to the site are required to register with UCHC upon arrival. Each Contractor will be expected to regulate their visitors accordingly. All visitor passes expire upon departure from the site and are to be surrendered to the gate security guard or Construction Manager representative.

Parking

Parking shall be in designated areas only. All vehicles delivering materials to the Project shall be authorized to do so only by UCHC. Unauthorized vehicles may be removed at the direction of UCHC and all towing charges will be the responsibility of the vehicle Owner.

Fire hydrants and all designated fire lanes shall remain clear at all times for the use of emergency vehicles.

Employee Identification

Where required, all project site employees

NOISE EMISSIONS & VIBRATIONS

Contractors are required to comply with OSHA's Noise Standard. In addition, Contractors will be asked to cease work activities when noise or vibration levels to UCHC employees, patients, students can be expected to meet or exceed OSHA's Action Level of 85 dBA (8-hour TWA) or be disruptive to normal UCHC activities. Activities can resume when engineering or work practice controls reduce the level of noise below OSHA requirements and the vibration level to a point it is not disruptive. Should this not be feasible, work must be scheduled for a time when UCHC employees, students, patients and work activities are not impacted.

INFECTION CONTROL

See the UCHC Infection Control Policy for details regarding the Infection Control Plan and Requirements.

VAPOR AND PARTICULATE EMISSIONS IN OCCUPIED SPACES

Contractors conducting painting operations or other activities that create vapor or particulate producing activities (sealing, grinding, welding, spraying, stripping, chemical etching, adhesive application, roofing, sweeping, etc.) must take into account the location of their activities, and the impact to UCHC staff, faculty, patients and students, other contractors, active research or academic efforts. Vapor emissions from the above-described activities have the potential to adversely affect indoor air quality and interfere with the Health Center's operations.

Contractors using vapor emitting products must submit MSDS sheets for review and prepare an air quality control plan that will prevent these products from negatively impacting building occupant air quality. Contractors should be prepared, as required by job conditions, to provide air monitoring equipment, ventilation equipment, and engineering controls to document and maintain acceptable indoor air quality.

In the event that suitable indoor air quality cannot be achieved, Contractors should be prepared to schedule activities outside of normal working hours, and protect their employees with an OSHA compliant respiratory protection program.

Also to be considered is the location of air intakes when conducting any vapor or particulate emitting work as well as operating power equipment outside of occupied buildings.

WELDING EMISSIONS

Contractors shall erect appropriate shields to prevent incidental exposure to welding emissions to students, faculty, staff, patients and other contractors. If welding is occurring in an occupied building, the contractor must supply a “smog hog” type filtering unit to remove welding smoke, fumes and /or vapors. An air quality control plan shall be submitted to the UCHC Project Representative to address steps taken to monitor and control welding emissions.

DUST CONTROL MEASURES / PLAN

Contractors performing demolition and/or renovation work should prepare a written **Dust Control plan** and submit it to the UCHC Project Representative. The Plan must be submitted to and accepted by the UCHC Project Representative. The Plan must be project specific and contain detailed methods for controlling dust and other construction-related airborne materials.

Contractors should manage dust that may contain Hazardous Materials with additional care to meet Applicable Law and industry standards and to avoid contamination of persons or property

The contractor must follow Environmental Control Requirements indicated within the project specifications and ICRA (Infection Control Risk Assessment) guidelines when doing work within any Patient Care Areas or if directed by the UCHC Project Representative..

COMBUSTION ENGINES - INDOORS

Contractors shall not operate combustion engines, such as those in vehicles, compressors, generators, welding machines and power tools, inside buildings unless they connect the exhaust to an approved venting system.

Do NOT refuel with the engine running. Contractors shall store fuel (gasoline, diesel and/or LPG) outside UCHC buildings in approved storage areas.

In most instances, UCHC prohibits the use of propane-fueled vehicles inside buildings. The lifting tasks of some projects, however, may require propane-fueled lift equipment. In such cases, the contractor shall consult with the UCHC Project Representative, the UCHC Office of Research Safety (ORS) and the UCHC Fire Department.

SENSITIVE WORK AREAS

Many locations within UCHC are sensitive or special areas, including laboratories, analytical equipment rooms, research animal facilities, patient care areas, and classrooms. As a result, additional steps may be needed to minimize noise, vibration, dust, odors, or other nuisance conditions associated with the Project. Although these kinds of impacts are generally most acute for Work occurring in or very close to occupied buildings, they can also pose problems on new construction sites. The UCHC Project Representative will communicate special or sensitive conditions about the space, occupants, or neighbors during Project planning and act as a liaison with other UCHC departments to establish appropriate levels of protection or control. Depending upon the size, duration, and scope of the Project, as well as the nature of any adjacent sensitive areas, UCHC may require that the Contractor participate in a pre-construction meeting to inform nearby building occupants of the Work and any needed controls.

Laboratories

Contractors and their Subcontractors of Any Tier should avoid entering active laboratories and related support spaces. If Work requires regular entry into laboratories or other sensitive areas, a Safe Entry plan will be provided to the Contractor by the UCHC Project Representative in consultation with lab personnel and the UCHC Office of Research Safety. For a one-time entry into a laboratory or other special area, the Contractor must coordinate the entry with the UCHC Project Representative. Warning signs on the door may provide specific information about potential hazards in the room. While in a laboratory or other sensitive area, Contractors and their Subcontractors of Any Tier should not touch, move, or otherwise disturb anything in the space until potential hazards have been explained and approval given by the UCHC Project Representative.

Research Animal Facilities

Research animal facilities are highly controlled environments with significant security restrictions against non-authorized entry. To protect the health and safety of Contractor personnel entering animal facilities as well as the health and well-being of animals within these facilities, anyone needing access to an animal facility for construction or renovation related Work must coordinate the entry with the UCHC Project Representative. Any specific questions about animals and animal facilities should be directed to the UCHC Project Representative, who in turn will work with the UCHC ORS and CLAC to address them.

Hospital and Patient Care areas

All work in or adjacent to the Hospital or Patient Care areas must be planned and done in a manner so that patient care is not compromised. Procedures must be followed so that the environment for patient care is fully maintained. Such procedures must assure that fire protection, life support, electrical, medical gas systems serving such adjacent areas are not compromised. Equally important is the control of contamination (e.g., dust, noise, vibration). Each project will have specific Infection Control Risk Assessment (ICRA) requirements for the control of construction related dust which is critical to prevent viable organisms from being released with such dusts which could adversely impact patient health. In addition patient privacy and HIPPA rules must be accounted for when working within these areas.

CONTRACTOR SAFETY ORIENTATION AND TRAINING

Contractors may be required to attend an orientation / Training session, which cover UCHC Contractor Safety requirements and project specific procedures and protocols. The orientation is often conducted by ORS during project pre-construction job meetings and includes a review of UCHC EHS requirements. Contractors are encouraged to use the orientation session as an opportunity to become familiar with UCHC EHS expectations and for questions about applicable UCHC safety procedures.

All Employees shall attend the UCHC New Employee Safety Orientation prior to their starting work on the first day on the project. Contractor personnel absent from the physical project site for more than 30 days will re-attend the New Employee Safety Orientation before returning to work on the site.

In addition to the UCHC orientation, contractors are required to conduct a **project specific** orientation/training session for all new hires. This will cover issues relative to the contractors operations.

Indoctrination

Newly employed, promoted and/or transferred personnel shall be fully instructed in the safety practices required by their new assignments. Initial instructions for new project personnel will include discussion of the project's basic safety regulations. The contractor will document instructions for the personnel file.

SUBSTANCE ABUSE POLICY

UCHC strictly prohibits the use, sale, attempted sale, manufacture, possession, distribution, cultivation, transfer, or dispensing of any illicit substance. This includes the use or possession of prescription medications without a valid prescription.

Contractors and Subcontractors shall implement a Drug, Alcohol, and Contraband Policy, including post incident testing, which meets the requirements of the Contractor's policy. Key elements of the Contractor's policy, except where prohibited by law, are:

- Pre-access/Pre-assignment testing current to within six months prior to initial assignment to work on the UCHC's project.
- Post-incident testing of any worker involved in a project-related workplace incident that results, or could have resulted, in
 - injury to any person requiring medical treatment beyond first aid,
 - any type of medical attention given by a third-party medical services provider (hospital, clinic, doctor, etc.),
 - a motor vehicle incident, or
 - property damage.

Post-incident testing must be conducted as soon as possible after the incident occurs.

- Reasonable suspicion testing upon reasonable suspicion by UCHC or constructor

management that a worker is under the influence of a prohibited substance. In such cases, worker(s) shall be immediately removed from the project and surrender their project credentials. Personnel so removed may only be allowed to return with a negative test result and written permission of the Contractor.

- Periodic random or unannounced testing for workers randomly selected or chosen by job classification or worksite. The percentage of the workforce, or the number of workers, selected for testing shall be specified on a project specific basis and stated in the project's Site Safety Plan.

Possession or use of alcohol in a UCHC, Contractor-, or subcontractor-provided vehicle is prohibited.

Any worker whose drug or alcohol test is positive will be removed from the project and required to surrender their project credentials.

Refusal to submit to drug or alcohol testing, or attempts to tamper with, adulterate, dilute, or otherwise tamper with a test sample will be treated the same as a positive test result.

Contractors shall adopt collection, chain-of-custody, and other related procedures consistent with sound industry practice and UCHC requirements.

If the UCHC suspects that a worker is in possession of illegal drugs, alcohol, or contraband, the UCHC may request the individual to submit to a search of his or her person, personal effects, vehicles, lockers, and baggage. The UCHC may also conduct random searches of individuals entering or leaving the work site. Any suspected contraband will be confiscated and may be turned over to law enforcement, as appropriate. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate, will surrender their project credentials, will be escorted off the job, and will not be allowed to return.

UCHC shall have the right to review the contractor's Drug, Alcohol, and Contraband Policy and to audit the contractor's implementation of their program at the jobsite.

Contractors shall comply with all applicable federal, state, and local alcohol and drug-related laws and regulations.

HAZARDOUS MATERIALS

Contractors are responsible for the safe and lawful receipt, handling, storage, transport, use, and disposal of all materials used in their Work, including chemical products or hazardous wastes generated from the Work. Contractors must coordinate the disposal of all hazardous materials with UCHC ORS. The UCHC ORS must sign-off on all disposal paperwork to ensure proper disposal. Contractors planning to use volatile chemical products (e.g., paints, adhesives, sealants, coatings, cleansers) should inform the UCHC Project Representative and the Office of Research Safety, of the planned use and be prepared to apply any safeguards or controls legally required or otherwise needed to protect their employees, workers Subcontractors of Any Tier, their workers or other personnel, and adjacent University occupants from injury. Since many laboratories and related rooms are under "negative" air pressure relative to surrounding hallways and corridors, airborne releases (e.g., dusts, off-gases, vapors, odors) from nearby construction can travel long distances and enter such areas. Contractors working near occupied University spaces should develop plans to contain the vapors, dusts, and fumes released from their operations so that laboratories, other sensitive areas and their occupants are not impacted.

Exposure to Health Center Products

In the unlikely event that a Contractor employee, or Subcontractor of Any Tier or other worker or personnel is exposed to Hazardous Materials used by University staff, the Contractor should contact the UCHC Project Representative immediately for assistance in identifying and evaluating the potential source. Material Safety Data Sheets for products used in UCHC operations are available to Contractors or their designated representatives during ordinary business hours. During off-hours, Contractors should contact the UCHC Public Safety Department (7777 from any UCHC phone, or (860) 679-2121 from any non-UCHC phone), which in turn will summon the UCHC Office of Research Safety for assistance.

First Aid Facilities

In formulating the Emergency Action Plan, the Contractors shall use the appointed facility as directed by the construction manager and UCHC (if we opt for Medcor we should insert their info here). A minimum of two contractor workers of each contractor on site shall possess certification in first aid and CPR on each shift. Need to discuss this. Should this be based on number of employees on site? Do we want to add info about the UCHC Occupational Health clinic and ER here as well?

Bloodborne Pathogen Exposure Policy

a. Bloodborne Pathogen Policy - Purpose

The purpose of this policy is to provide each contractor with directions to assist in limiting occupational exposure to blood and other potentially infectious materials.

b. General

- (1) The OSHA Bloodborne Pathogens Standard does not apply to contractor employees because these employees are not “reasonably anticipated” to come in contact with blood and other potentially infectious materials as a result of performing their job duties. This standard is intended to apply to those types of employees who as a part of their assigned duties may come into contact with infectious materials. These include medical personnel, ambulance personnel, medical laboratory personnel, funeral employees, etc. **NOTE:** “Good Samaritan” acts such as assisting a co-worker with a nosebleed or laceration are not to be considered as occupational exposures and are not subject to the OSHA Bloodborne Pathogens Standard.
- (2) Contractors and their employees are cautioned however, that any contact with blood or other body fluids or tissues may be a source of infectious materials. These infectious materials include but are not limited to; cerebrospinal fluid, pleural fluid, amniotic fluid, saliva, semen, vaginal secretions, any body fluid visibly contaminated with blood and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

- (3) Contractors are advised that the best protection from infection caused by contact with an infectious material is washing the exposed body parts with soap and water and avoiding getting body fluids into open breaks in the skin. Disposable latex gloves used as undergloves when working with hazardous waste material can provide added protection from infectious materials.
- (4) Any contractor employee who is exposed to potentially infectious materials on the job shall immediately contact their supervisor who will contact the appointed medical center who will direct appropriate testing and any therapy which may be required.
- (5) Medical records for any employee exposed to a potentially infectious material shall be included in the employee's medical monitoring record and retained for the duration of employment plus 30 years. This provision is to make sure that the records be kept confidential. The records are to contain the name and social security number of the employee, Hepatitis B immunity, results of any examinations, medical testing and follow-up procedures, a copy of the healthcare professional's written opinion, and a copy of the information provided to the healthcare professional.
- (6) All contractors and employees shall be informed of the contents of this policy. This shall include; notification that normal work practices of these employees do not make them subject to the provisions of the OSHA Bloodborne Pathogens Standard, that first aid procedures on a co-worker are considered "Good Samaritan" acts and are exempt, what materials constitute an infectious hazard, and what precautions to take to prevent exposure.

Clearances

The Contractor shall not begin Work in areas with known or potentially Hazardous Materials or building components until the space where the Work is to be performed has been cleared by UCHC. Once the space is cleared, the Project Representative will notify the Contractor.

Certain spaces (i.e., laboratory exhaust ductwork, waste or vacuum plumbing) may not be fully accessible for clearance surveys before the start of Work. As these areas of work are uncovered /exposed, the Contractor shall contact the UCHC Project Representative so arrangements may be needed for additional surveys or sampling as the Project progresses.

If the Contractor or its Subcontractors of Any Tier encounter any suspected hazardous material during the Project, the Contractor should bring this to the attention of the UCHC Project Representative as soon as possible. Work in the immediate area should stop until it is appropriately surveyed or sampled by the UCHC Office of Research Safety or its agent and cleared. This precaution also applies to any suspicious materials identified during excavation, trenching, or other subsurface Work.

WORKING IN OCCUPIED AREAS

In occupied facilities contractors must be sensitive to the fact that the safety and comfort of hundreds of students, patients and staff can be altered by the most innocent mistake. Unless approved to do so and accompanied by authorized University personnel, contractors must not:

- tamper with/alter/or adjust heating and ventilation equipment
- tamper with/alter/or adjust valves and controls that could impact water pressure and/or water temperature
- tamper with/alter/or adjust fire alarms, fire protection equipment, detection systems, emergency exits

The UCHC Project Representatives must be made aware of any authorized alterations to the above listed equipment. Care must also be given to maintaining work areas and air quality with respect to gypsum board dust, particles from insulation, sawdust, etc.

SERVICE INTERRUPTIONS AND SHUTDOWNS

The UCHC Project Representative will coordinate service interruptions with affected UCHC customers. Contractors shall notify the UCHC Project Representative a minimum of 2 weeks, or as early as possible, in advance of any planned service interruptions, i.e., electricity, air conditioning, water, phone/data. Incidental or unscheduled interruptions shall be reported immediately to the Environmental Control Center (ECC) telephone number: (860) 679-2338 and UCHC Project Representative. The UCHC Project Representative will coordinate service interruptions with affected UCHC customers.

Utility Avoidance Policy

Each contractor shall be required to comply with CT's "Call Before You Dig" regulations and shall complete a Pre-Excavation Checklist prior to breaking ground – See Checklist below:

PRE EXCAVATION CHECK- LIST

Crew Foreman _____ DIG SAFE Ticket # _____ Contact # _____
Date _____

Complete a pre-excavation walk-out of the entire job site. Your objective is to visually inspect the dig area to ensure all utilities are marked. Look for signs of utilities that may not be marked such as, above-ground pedestals, gas meters, man-hole covers, drains, or utility poles with cable risers. If you find these indicators and suspect that there is an unmarked utility **DO NOT PROCEED**. Notify DIG SAFE that an unidentified line has been discovered.
When you have completed your walk-out, complete the following check list:

1) Verify that the One-Call ticket covers the ‘Scope of work’ and ‘Work to begin’ date:

- ❖ I have verified the DIG SAFE ticket covers the ‘Scope of work’
- ❖ I have verified the DIG SAFE ticket ‘Work to begin’ date

2) What marked utilities did you observe?

- Gas (Yellow) Electric (Red) Telephone (Orange) Cable TV (Orange) Water (Blue)
 Sewer (Green)

3) Based on visual observation, did you see signs of any unmarked utilities?

Yes No

- ❖ If Yes, please identify?

Gas (Yellow) Electric (Red) Telephone (Orange) Cable TV (Orange) Water (Blue)
Sewer (Green)

- ❖ I have notified DIG SAFE of the unmarked Utility

4) Photograph the entire proposed work area including all locate marks.

- ❖ I have photographed the entire site prior to excavation
- ❖ I have photographed existing locate/markings

5) Advise your crew members of the following: If they have to cross a marked Utility they must HAND DIG ONLY within 18” of the locate marks plus half the diameter of the buried facility.

RESPECT THE MARKS!

- ❖ I have advised my crew of the 18” hand dig rule

IN THE EVENT OF DAMAGE

- Notify DIG SAFE and your supervisor
- Complete the reverse side of this form
- Photograph entire area and damage location

PHOTOGRAPHY TIPS

- Make sure the correct date & time stamp is active on your camera
- Photograph the excavation itself (damage location)
- Take photos from multiple vantage points and of surrounding area (360 degrees)
- If the utility was mis-marked, photograph the locate marks/flags (include tape measure in photo)
- If the utility was not marked, photograph the entire area and approaches to the cut site
- Show a quantifiable location/address (street sign, house number, mail box number etc.)
- Facility depth (include tape measure in photo)
- Remember!! You can never take too many photos

In the event of a utility hit, Contractors shall immediately stop work and notify UCHC. The following Utility Damage Report shall be completed by the Contractor and submitted to UCHC within 24 hours:

UTILITY DAMAGE REPORT

Part A – Date and Location

*Date of Damage _____ *Street Address _____
 *City _____ *State _____
 *Nearest Intersection _____

Part B – Affected Utility

Electric Natural Gas Sewer Water Telephone Cable TV
 *What type of Service?
 Service/Drop Main Fiber Optic *Depth of damaged facility _____

Part C - Locating and Marking

*Was the DIG SAFE Center notified? Yes No If Yes, provide the locate ticket number _____
 *Were facility marks visible in the area of excavation? Yes No
 *Were facility marks accurate? Yes No
 *What were facilities marked with? Paint Flags Paint & Flags
 *What type of painted locate marks were present?
 Duct Bank (Diamond Pattern) Single Line (With Buffer) Single Line (Without Buffer)
 *Have you taken Photos (Required) Yes No * What is the distance between the locate marks? _____

Part D - Excavation Information

*Type of Excavation Equipment?
 Backhoe/Track hoe Boring Auger Trencher Directional Drill Drilling
 Hand tools Probing Device
 *Type of work Performed?
 Installing Gas Pipeline Installing Electric Cable Joint Trench Installing Telephone
 Installing Cable TV Installing Poles Installing Anchors Other, Please specify _____
 *Location of dig site Private property Utility Easement Road right-of-way

Part E – Describe how the incident occurred

Part F - Diagram



General Foreman Name _____

General Foreman Phone # _____

Crew Foreman Name _____

Crew Foreman Phone # _____

Job # _____

Crew # _____

EMERGENCY MANAGEMENT

In an emergency, whether it involve fire, personal injury, or utility, all Contractor personnel must know how to protect themselves and provide immediate notification to emergency response organizations (fire, police, medical, etc.). It is critical that all Contractor personnel know where to find emergency contact information, know who to call, the location of the nearest phone, fire alarm pull station, fire extinguisher, emergency eyewash station, emergency shower, and exits from the worksite and building. In the event of an emergency, the Contractor must immediately report the emergency by calling 7777 on any campus telephone or by dialing (860) 679-2121 on an outside telephone. Contractors are required to post emergency response information and use the **Contractor Emergency Response Information Sheet** (see Appendix V of this manual).

Emergency situations may include, but are not limited to:

- Incidents and injuries;
- Observed smoke or fire;
- Chemical or hazardous material spills;
- Property damage;
- Severe weather impacts, and
- Security threats

When reporting an emergency, please provide the following:

- Your name, phone number and location;
- The location of the incident (building name, floor and room number);
- Nature and extent of the incident (injury, incident, spill, smoke/fire, damage, etc.);
- The name and amount of the material spilled (if applicable); and
- The safest route to the spill (if applicable).

UCHC emergency response personnel (UCHC Fire Department) will be dispatched immediately. The Contractor shall wait at the nearest location deemed safe until Emergency Services personnel arrive.

EMERGENCY PROCEDURES - MEDICAL SERVICES

Contractor's Responsibilities

Prior to commencement of work, provisions must be made for prompt medical attention in case of serious injury. Each contractor shall have a minimum of two First Aid/CPR trained individuals on the project and inform UCHC of their name.

Ensure that adequate first aid supplies shall be easily accessible when required.

Provide proper equipment for prompt transportation of the injured person to a physician or hospital, or a communication system for contacting necessary ambulance service.

Telephone numbers and addresses of the physicians, hospital and ambulance shall be conspicuously posted.

Contractor shall complete and provide to UCHC an "Employer's First Report of Injury" within 24 hours of any/all incidents involving work activities associated with the project. Contractors are advised to maintain their own OSHA 300 Log as an OSHA requirement.

Contractor shall ensure that each of its lower-tier contractors meet these medical requirements.

If the injured employee is released by the doctor for light or restricted work duty, the Contractor shall make available restricted duty work for the injured employee.

Each occupational illness or injury shall be reported immediately by Contractor's employee to Contractor's first aid attendant and UCHC.

Contractor's first aid attendant or other competent person shall treat the injured employee as often as necessary to ensure complete recovery, or until a decision is made to seek medical treatment. Contractor must provide for the prompt transportation of the injured person to a hospital or other emergency facility.

A representative of the Contractor shall drive the injured employee to the medical facility and remain at the facility until the employee is ready to return. Contractor's representative shall carry necessary forms; i.e., authorization slips, return to work notices to the medical facility.

If it is necessary for the Contractor's first aid attendant to accompany the injured employee, provisions must be made by Contractor to have another employee, properly trained and certified in first aid/CPR, available to render same during the absence of the regular first aid attendant.

If the employee is able to return to the project site the same day, he/she must return with a statement from the doctor stating same and containing such information as date, employee's name, date of return to regular or restricted duty, date he/she is to return to doctor, diagnosis, signature and address of doctor. If the injured employee is unable to return to the project site the same day, the employee who transported him/her should bring this information back to the project site and report it to UCHC.

If it is necessary to call the outside medical facility, The Project Manager should make this call while the injured employee is being transported.

Medical cases requiring ambulance services would be such cases as severe head injuries, amputations, heart attacks, severe bleeding, stopped breathing, etc. Should ambulance service be necessary, the following procedures should be taken immediately:

- Contact Contractor first aid attendant or nearest employee properly trained and certified in first aid. While first aid is being administered, contact UCHC immediately.

UCHC may retain on-site medical services. If so, Contractor shall coordinate first aid, notification, and off-site clinic procedures as required.

EMERGENCY PROCEDURES - ALARMS, FIRE, BOMB, WEATHER, ENVIRONMENTAL, PUBLIC DEMONSTRATION

In order that necessary emergency services may be supplied promptly, each contractor and subcontractor shall post in a conspicuous place a list of emergency telephone numbers along with the type of information to be transmitted for each emergency situation.

All incidents are to be handled by the ranking person present, with whoever is available to assist. The ranking person shall direct someone to notify first-aid personnel, and to call for emergency services as necessary. The Project Superintendent is to be notified as soon as this can be done without delaying assistance to the injured. He will then take appropriate action.

In incidents resulting in injury to personnel, individuals qualified to administer first-aid will assist the injured, will stabilize their condition, and will arrange for transportation to a hospital if further treatment is required.

Except when necessary to avoid further injury, or to prevent additional damage to the work, equipment will not be moved, or the position of items, parts, pieces, controls, etc. will not be changed until photographs have been made and notes taken by the Project Superintendent or the person designated to make the investigation and report. As soon as the Project Superintendent can release the area from this constraint, contractors concerned will clean up and make repairs to return to a normal situation.

Where a specific procedure has not been established, reasonable judgment should be used in determining what course to follow.

Alarms

UCHC shall be notified of all emergencies and notify the appropriate emergency service of the incident and initiate appropriate action.

Fire alarms within the area of new construction will consist of three short blasts on an air horn located at the means of egress, stairway, ladder, or building entry.

Telephone notification of the UCHC fire department will be initiated immediately after sounding the air horn alarm. Telephones are available in the project site office. Radio contact with the project site office and UCHC shall be used to inform all concerned regarding the fire.

A continuous long blast on the air horn may be used to summon first aid assistance in the event of an incident.

Incident Involving Serious Injury or Death

The following procedures are established in the event of an incident involving serious injury or death to employees or members of the general public.

Individuals qualified to administer first-aid will assist the injured, will stabilize their condition, and will arrange for transportation to the hospital emergency room if further treatment is required. UCHC is to be notified immediately. Immediate notification (within 8 hours) of the local OSHA office is required in the event of a fatality or serious injuries, which may lead to a fatality.

All non-essential personnel shall be removed and/or kept back from the area.

Rescue personnel shall be provided assistance as requested.

No comments shall be made. All inquiries shall be referred to the Project Manager.

No on-site photographs are to be taken without the specific approval of the Project Manager and the Project Superintendent.

Contractor shall make a full investigation and file an Incident/Injury Report within twenty-four (24) hours of the occurrence. Any additional investigation information after the 24-hour period shall be submitted as soon as it is received.

Within the immediate area of the incident scene, nothing is to be disturbed nor removed after proper evacuation of the injured personnel. Except when necessary to avoid further injury,

equipment will not be moved, or the position of items, parts, pieces, controls, etc. will not be changed until photographs have been made and notes taken by the Project Superintendent or other person designated to make the investigation and report.

As soon as UCHC can release the area from the above constraint, contractors concerned will clean up and make repairs to return to a normal situation.

Property Damage Incidents

The following procedures are established in the event of an incident involving property damage. UCHC is to be notified as soon as this can be done without delaying efforts to prevent further damage.

He will then take appropriate action and direct other personnel to assist as necessary.

Efforts shall be taken to protect against further damage where possible.

All non-essential personnel shall be removed and/or kept back from the area.

No comments shall be made. All inquiries shall be referred to UCHC.

No on-site photographs are to be taken without the specific approval of UCHC. Contractor shall make a full investigation and file an Incident/Injury Report within twenty-four (24) hours of the occurrence.

Within the immediate area of the incident scene, nothing is to be disturbed nor removed after proper evacuation of the injured personnel. Except when necessary to avoid further injury, equipment will not be moved, or the position of items, parts, pieces, controls, etc. will not be changed until photographs have UCHC.

As soon as UCHC can release the area from the above constraint, contractors concerned will clean up and make repairs to return to a normal situation.

Severe Weather

The following procedures are intended to prepare the project site in the event of severe weather conditions. Since severe weather may be reasonably anticipated to occur during the duration of the project, yet without significant advance warning, all work activities and project site conditions must be planned with a concern for emergency preparations.

Each contractor, at the time of mobilization, shall deliver to UCHC a complete list of the contractor's supervisors with the complete after-hours telephone numbers. The list shall be kept current and shall be updated accordingly.

Each contractor shall insure that his field trailers and his sub-tier contractors' field trailers are anchored in at least three locations.

Upon notification of a Severe Weather Watch by the U. S. Weather Bureau, the following actions are to be initiated:

Each contractor having on-site generators which are fuel-powered is requested to notify UCHC of the numbers and wattage. Generators may be needed to provide temporary power for rescue or clean-up activities.

All materials shall be secured to prevent them from becoming air borne during high winds.

Particular attention needs to be given to picking up scrap materials and hauling or covering trash containers.

Crawler and mobile cranes shall have booms lowered at the end of the shift. Cranes not capable of lowering booms shall be permitted to weather-vane or free-swing. Check to assure that swinging booms will not contact other objects such as power lines, structures, etc.

Sufficient flashlights, batteries, and bulbs shall be provided to assigned emergency response personnel.

A supply of fresh batteries shall be maintained at the project for use in an emergency response.

Other Major Catastrophe

Examples of other major catastrophes include:

- Major fire.
- Collapse of large portions of structures or large sections of scaffolds.
- Heavy damage by wind or floods.
-

The owner's security or local authorities will be provided with an emergency call list to summon the contractor's personnel to the site in the event of a major catastrophe outside working hours, on Saturdays or Sundays, etc.

The Contractor's Project Superintendent or his best-qualified alternate will cooperate fully with the directives of the hospital staff or local emergency authorities in the event of a major catastrophe.

He will take any or all of the following actions as appropriate.

1. Stop work.
2. Call for assistance from outside: fire trucks, ambulances, electricians, life flight helicopters, Civil Defense Support, police.
3. Initiate fire fighting; tie down building, etc.
4. Call for site evacuation, to clear site access roads.
5. Issue instructions to supervisors and to others as necessary.
6. Set up security control at the disaster area.
7. Set up communications center in site trailers: radio/telephone.
8. Call in operators for heavy equipment such as front loaders, cranes, etc.
9. Other actions considered necessary in the particular situation.

Bomb Threat

When a bomb threat is received or if a suspicious article is found, Contractor will take the following actions:

Work shall be stopped immediately and the project and office shall be evacuated of all personnel.

A head count will be made to assure that all are present.

Local police, fire or bomb disposal authorities shall be notified. A search of the premises will be made as directed by appropriate authorities.

If a suspicious article is found, DO NOT TOUCH IT, notify the appropriate authorities.

Do not allow anyone except authorized personnel to re-enter the area.

If necessary to stop or detour traffic away from the affected area, local police or flagmen shall be utilized.

No comments shall be made. All inquiries shall be referred to UCHC.

No on-site photographs are to be taken without the specific approval of UCHC.

UCHC shall make a full investigation and file a report within twenty-four (24) hours of the occurrence.

If repeated threats occur within a short period of time, UCHC will evaluate the situation and take appropriate action. This action may include shutting down the project site for that day.

Environmental Spill

In the event of a spill of environmentally damaging materials, immediate response is required to prevent or minimize the impact this event will have upon the environment and the public welfare.

All personnel shall continue to observe standard precautions for handling the materials as detailed in the manufacturer's product Material Safety Data Sheet (MSDS), including the use of personal protective equipment.

Where conditions warrant, the contractor shall have emergency spill containment supplies available for immediate use.

The following general procedures apply to the immediate response which must be initiated:

Immediately, all personnel in the immediate area of the release shall be alerted to the hazardous material and the nature of the immediate danger to themselves and the environment. As soon as possible, UCHC shall be notified and requested to initiate emergency containment and clean up procedures.

The UCHC Fire Department shall be notified to mobilize their hazardous materials response units and shall be given the necessary information regarding the materials that were released.

If safe to do so, every effort shall be made to contain the materials within berms, by absorbent materials, or through other appropriate means, until proper handling and disposal personnel may be mobilized at the site.

Particular attention needs to be taken to avoid contamination of surface water, storm sewers, sanitary sewers, ground, plants and animals.

All non-essential personnel shall be removed and kept back from the area.

No comments shall be made. All inquiries shall be referred to the Project Manager.

No on-site photographs are to be taken without the specific approval of the Project Manager and the Project Superintendent.

Contractor shall make a full investigation and file an Incident Report within twenty-four (24) hours of the occurrence. For incidents that include personal injury, an Incident/Illness Report will also be filed.

Within the immediate area of the incident scene, nothing is to be disturbed nor removed after proper evacuation of personnel. Except when necessary to avoid injury or further injury, equipment will not be moved, or the position of items, parts, pieces, controls, etc. will not be changed until photographs have been made and notes taken by the Project Superintendent or other person designated to make the investigation and report.

Contractor shall initiate the response of available environmental remediation contractors.

As soon as the site has been cleared by the environmental remediation contractor, the Project Superintendent will release the area for contractors concerned to clean up and make necessary repairs to return to a normal situation.

Public Demonstrations

When a public demonstration is expected or occurs, Contractor will take the following actions:

- Work on the project site shall continue where not encumbered by the public demonstration; however, work in the immediate area shall be stopped and all project employees shall be evacuated. A head count will be made to assure that all are present.
- Local police shall be notified, and all employees shall cooperate fully with the law enforcement authorities.
- Do not allow anyone except authorized personnel to enter the project site. All visitor passes are revoked and all visitors shall be escorted from the project site.
- If necessary to stop or detour traffic away from the affected area, local police or flagmen shall be utilized.
- No comments shall be made. All inquiries shall be referred to the Project Manager.
- No on-site photographs are to be taken without the specific approval of UCHC.
- Contractor shall make a full investigation and file a report within twenty-four (24) hours of the occurrence.
- If repeated public demonstrations occur within a short period of time, UCHC will evaluate the situation and take appropriate action. This action may include shutting down the project site for that day or obtaining a judicial restraining order.

EMERGENCY EQUIPMENT

Contractors may not block or obstruct access to emergency equipment, such as first aid kits, eyewash stations, safety showers, fire extinguishing equipment, fire hydrants, transformers and emergency generators.

Contractors may not relocate, obstruct or disable emergency equipment without prior permission of the UCHC Project Representative.

ENTRANCES AND EXITS

Contractors may use only those entrances and exits designated for the work area. UCHC posts emergency exits with appropriate signs and often equips them with exit alarms to discourage unauthorized use. Contractors who need to disable door alarms shall obtain prior approval from the UCHC Project Representative. The UCHC Fire Department may also have alarms on some doors that will need to be secured.

Exit doors shall not be blocked. The storage of construction materials, equipment or debris in exit corridors is not allowed.

TRAFFIC SAFETY AND PARKING

Contractors shall observe speed limits, stop signs, no parking signs, crosswalks and other traffic rules. Contractors shall park in areas designated by the UCHC Project Representative. Vehicles parked in fire lanes, reserved areas or roadways are subject to towing. Contractors may not park or drive on sidewalks or landscaped areas unless permitted by the UCHC Project Representative. UCHC is not responsible for contractor vehicles or their contents. There is a limited amount of parking at UCHC thus, non-essential vehicular traffic must be minimized.

Service vehicles, material delivery and, construction equipment needed on site (i.e steel deliveries and staging of concrete trucks) must be coordinated in advance with your UCHC Project Representative and UCHC Department of Public Safety. In addition, areas shall be approved for concrete truck wash out by the UCHC Project Representative.

In addition, the following circumstances will require approval from the designated UCHC Project Representative or the UCHC Department of Public Safety 72 hours prior to start of activity:

- Road blockage or restriction must specify the purpose for the road blockage, the exact location(s) of the road blockage, the extent of blockage/passage, the preferred date and time of the requested blockage and the required duration of the blockage.
- Using access or egress routes that interact with pedestrian traffic flow.

Contractors shall provide a trained,(if required certified), traffic flagger for deliveries that require blockage, including partial roadway blockage for equipment or material deliveries. In addition, a review of the job hazard analysis is required to ensure that changes in traffic flow are carried out in the safest manner.

Contractor parking must follow the requirements and instructions of the UCHC Department of Public Safety.

LOADING DOCKS/RECEIPT OF MATERIAL

Contractors may utilize UCHC docks for loading or unloading material and equipment. Due to the high volume of UCHC shipping and receiving traffic, contractors shall make prior arrangements through the UCHC Project Representative or UCHC Office of Materials and Resource Management. Contractors shall make every effort to unload promptly and move to a designated parking space.

Deliveries directed to UCHC's docks must identify whom to contact on arrival. Generally, UCHC cannot receive material not ordered on UCHC purchase orders. In the event these materials are inadvertently received, UCHC assumes no responsibility for their disposition.

Workers shall follow loading dock safety procedures. This includes, but is not limited to ensuring dock locks and chocks are utilized during loading and unloading.

STORAGE AT JOB SITE

It is the responsibility of the Contractor to secure any materials or equipment at the job site. Industrial and construction materials to be stored outside shall be approved by the UCHC Project Representative after evaluation of security and environmental issues, including secondary containment requirements, storm water runoff concerns, potential for water damage or mold growth on construction materials, etc.

The UCHC Project Representative may designate a storage area for industrial and construction materials or project-specific storage limitations. Mechanical and electrical equipment rooms may not be used for storage.

The UCHC Project Representative shall approve storage areas in advance of materials being stored.

SECURITY FOR CONTRACTORS

Contractors are responsible for awareness, knowledge, and full compliance with all applicable rules, regulations, laws, and practices applicable to Subcontractor's Work that are prescribed by UCHC, State of Connecticut and any local government or agency that governs the safety and health of employees, students, faculty, and the general public as well as protection of the environment. These include, but are not limited to, regulations promulgated by the following: Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), Department of Energy, Nuclear Regulatory Commission (NRC).

IDENTIFICATION BADGING AND BACKGROUND CHECKS

ALL personnel of Contractors, Subcontractors and Vendors who will be working within UCHC buildings must obtain an Identification badge from the UCHC Department of Public Safety.

Badges will not be issued without a background check performed by the UCHC Department of Public Safety.

Each background check takes approximately 2 weeks and costs around \$75.00.

Contractors and Subcontractors must incorporate the necessary background checks within their project schedules. Refer to the UCHC **Background and Federal Sanctions Checks** policy for additional information (See Appendix V of this manual).

HARASSMENT POLICY

Within the framework of the President's Policy on Harassment contractors are advised that, sexual comments, whistling, extended staring, touching or otherwise harassing students, patients, faculty, employees and staff is prohibited. Sexual harassment will not be tolerated. Disciplinary action will be taken.

LOITERING AND SOLICITATION

Workers are expected to leave the site immediately upon completion of their job/project. Advertising or solicitation of any type on UCHC premises is prohibited.

SMOKING

UCHC is a smoke free campus. Smoking is not permitted anywhere inside any Health Center buildings. Smoking is not permitted outside buildings within 50 feet of any building entrance, unless the area is specifically designated by a "Smoking Permitted" sign. **Effective November, 2010 smoking will not be allowed on the campus grounds.** Smoking is not permitted near outdoor storage areas for flammable chemicals or when using flammable or combustible liquids outdoors. In addition, Contractors shall refrain from smoking near open windows, doors, or air intakes. Contractors who are found smoking in undesignated areas will be asked to leave the campus and may forfeit their right to access campus. A complete copy of the entire Smoking Policy (2003-44) is available for review upon request.

PROHIBITED ITEMS

UCHC prohibits alcoholic beverages, illegal drugs, firearms, ammunition and other weapons on its premises. UCHC may refuse entry to any person possessing such items, or suspected of being under the influence of alcohol or drugs.

Individuals (or contractor crews) found in the possession of alcohol and/or illegal substances will be immediately removed from the site. If alcohol and/or illegal substances are found on-site in a gang box, conex box, office, or vehicle, and the individual(s) responsible cannot be identified, the entire crew will be removed from the site. People "under the influence" of alcohol, illegal substances, or prescription drugs which are incorrectly used shall be removed from the site and suspended for a period of time as determined by the UCHC Project Representative up to and including permanent removal from the project.

It is UCHC's policy that the presence of designated drugs in an employee's system and/or the manufacture, sale, distribution, purchase, possession, dispensing and use of such drugs while engaging on UCHC property or while on UCHC premises are strictly prohibited. The drugs so designated by UCHC include illegal narcotics, depressants, stimulants and hallucinogens. The taking of prescription medication in the manner prescribed by a physician is an exception to this policy provided it does not impair a person's ability to perform his/her job.

Employees are prohibited from performing their job while under the influence of alcohol. The possession and/or consumption of alcohol on UCHC premises are prohibited. Violations of this policy will result in immediate removal from UCHC premises.

WEAPONS AND FIREARMS

Lethal and non-lethal weapons and firearms of all types, excluding knives used for construction activities, are prohibited from the UCHC Campus at all times.

TIMES WORK CAN OCCUR

All contractor work shall be conducted at the times agreed to within the framework of the contract and discussions with the UCHC Project Management. Derivations of work times must be approved by the UCHC Project Representative prior to commencement of contractor activities outside of normal work times.

ENVIRONMENTAL, HEALTH, AND SAFETY INSPECTIONS

Contractor work areas may be observed and inspected at any time to ensure compliance. UCHC and ORS staff or their designated representatives may perform inspections. In addition, a neutral third party may be secured to perform these inspections. Any deficiencies noted during the inspection must be corrected immediately. Violations could result in disciplinary action, fines and/or expulsion from UCHC property.

SAFETY INSPECTIONS

Contractors are required to conduct and document [daily/weekly/monthly](#) safety inspections of their work areas and practices, and those of their subcontractors. UCHC may conduct routine tours of work areas to evaluate Contractor safety performance, and will request correction of any observed deficiency. Contractors shall immediately correct hazardous conditions noted. These observations do not relieve the Contractors of their obligation to train their workers, provide a safe workplace for them, and insure that they are working safely. Records of these safety inspections will be made available upon request.

CONTRACTOR HEALTH AND SAFETY PLAN

Contractor shall submit a Site Specific **Health and Safety Plan (HASP)** to the UCHC Project Representative prior to commencement of the contracted work. The HASP is a working document which incorporates applicable regulatory rules and regulations, UCHC site requirements, UCHC Environmental, Health & Safety procedures and requirements, and any other standards (e.g., ANSI, NFPA, etc.) that may be applicable to the UCHC campuses and their facilities. **The HASP shall be job / site specific to identify potential hazards and necessary protection to protect contractor employees, UCHC staff, students, patients and visitors.**

The HASP is to be continuously updated as the project development dictates. Revisions to the HASP shall be reviewed and approved by the UCHC Project Representative or their designate.

The HASP Contents may include but not be limited to:

1. Definitions
2. Introduction
3. Project Health and Safety Organization
4. Project Description
5. Special Policies
6. General
7. Job Hazard Analysis
8. Training Requirements
9. Personal Protective Equipment
10. Medical Surveillance
11. Air Borne Particulate and Odor Control Plan
12. Site Control Measures
13. Personal Hygiene, Sanitation and Decontamination
14. Emergency Response and Contingency Plan (*coordinated with UCHC*)
15. Public Control Plan
16. Posted Regulations
17. Logs, Reports, and Recordkeeping
18. Spill Prevention Control Plan for Oil and Hazardous Materials (*coordinated with UCHC*)
19. Progressive disciplinary program

TRAINING

Contractors are fully responsible for the training of their employees assigned to work at UCHC. When training is required by law or regulation (e.g., hazardous waste operations or asbestos workers), the Contractor shall ensure that only trained workers are assigned to work at UCHC. In addition to meeting the regulatory requirements, it is UCHC's expectation that all personnel shall be adequately trained in proper techniques to safely perform the job assigned to them. Contractor personnel may also be required to complete certain UCHC-specific training prior to beginning work. Contact the UCHC Project Representative for additional guidance. Contractor training certificates shall be submitted along with the Health Safety Plan to the UCHC Project Representative prior to contract work commencement. UCHC management will periodically audit projects requiring properly training personnel.

10 HOUR CONSTRUCTION SAFETY COURSE

Contractors shall be in compliance with An Act Concerning Construction Safety. The bill requires all state or municipal contracts of \$100,000 or more for the construction or repair of a fully state-financed public building to require that the contractor provide that all its employees performing manual labor or telecommunications work have completed safety training. Manual laborers must complete a 10-hour construction safety course conducted in accordance with federal Occupational Safety and Health Administration (OSHA) Training Institute standards. Telecommunications workers must complete 10 hours in federal OSHA telecommunications safety training. Proof of course or training completion must be submitted to the labor commissioner within 30 days after the contract is awarded.

COMPETENT PERSONS

Regulations require “competent persons” for situations, such as, crane operations, electrical safety, excavations, fall protection, and scaffolds. UCHC expects (where applicable) contractors to have trained competent persons within line of sight of such activities. Contractors shall submit the names of all relevant Competent Persons along with proof of their Competent Person status prior to the commencement of their work. UCHC management will periodically audit projects requiring competent persons.

If a qualified competent person is not available, work will be stopped.

SAFETY REPRESENTATIVE

Contractor Safety Manager (CSM)

One, full-time Contractor Safety Manager shall be assigned for contractor that has 25 or more employees (including subcontractor employees) working in the field. (For example, if the Contractor has 15 direct hire employees and 10 subcontractor employees it will have at least one CSM covering safety.) This person will be responsible for carrying out the duties as described in this document. The Contractor Safety Manager shall have no other duties other than safety (dedicated). Additional Contractor Safety Representative are required for each additional 50 workers thereafter. When a Contractor Safety Manager is not required because the worker count falls below 25 employees, at a minimum, the Contractor will be responsible for having a Contractor Safety Representative (CSR) assigned. In addition, UCHC reserves the right to require that Contractor to supply a CSM in the event that the Contractor demonstrates the inability to manage safety in accordance with requirements.

Contractor Safety Representative (CSR)

Contractor Employee assigned safety responsibilities for shift work and distinct work locations as required. The CSR reports to the CSM. Additional Site Safety Representative personnel shall cover shift work and distinct locations as required. The Contractor can delegate the CSR duties to an on-site Field Supervisor. CSR responsibilities cannot be delegated to an office or staff employee.

Subcontractor Safety Representative (SSR)

Subcontractor Employee assigned the responsibility of implementing the Contractor’s Site Safety Plan.

Contractor Safety Manager and Representative Requirements

1. The CSM shall be identified in writing to UCHC prior to the commencement of work.
2. The CSM shall have a minimum of five (5) years of qualified project safety representative (primary project duty) experience on similar type construction project.
3. The contractor shall submit the resume of the CSM candidate to UCHC Safety for review, prior to the start of on-site work.
4. UCHC reserves the right to direct the removal and replacement of the CSM if necessary.
5. The CSM shall be provided for the duration of the contract. The Contractor Safety Representative(s) shall be provided for the duration of the work when the Contractor and it’s Subcontractors are at the project site.
6. A CSM or CSR shall be present at all times when work is taking place.
7. The Contractor shall maintain a list of Contractor and Subcontractor Safety Representatives. This list shall be available for review upon request.

Subcontractor Representative Requirements

1. Each Subcontractor must have a designated Subcontractor Safety Representative (SSR) who is assigned the responsibilities for managing all safety aspects with their subcontractor.
2. The SSRs must be approved by the Contractor based on their experience and qualification to administer and manage safety programs. SSR will need to be reported to UCHC.
3. UCHC reserves the right to direct the removal and replacement of the SSR if necessary.
4. The SSR shall be provided for the duration of the contact. The SSR(s) shall be provided for the duration of the work when the Subcontractors are at the project site.
5. SSR shall be present at all time when work is taking place.

JOB HAZARD ANALYSIS

Prior to commencement of Work on a Project, the Contractor shall prepare a Job Hazard Analysis (JHA) for each trade. The Contractor shall submit the JHA to the UCHC Project Representative before beginning work on the Project. The Contractor shall keep all JHAs in a bound notebook in an easily accessible location for the length of the Project. The Contractor shall update the JHA's as necessary and provide updates to UCHC Project Representative throughout the Project and in a timely manner.

Since the hazard associated with construction and renovation often changes as projects progress, the contractor must plan and update the hazard analysis to reflect these changes.

Pre-mobilization

The Contractor, before mobilizing to the project site, shall attend a pre-construction "award" meeting with UCHC to understand the project conditions and safety requirements.

A project site tour shall be made to confirm the Contractor's awareness of potential safety hazards.

Appropriate methods, equipment, devices and material shall be provided by the contractor to assure a safe work place.

The Contractor shall provide or develop his own project specific safety program and submit it to UCHC for review prior to starting work at the project site.

Such review shall not relieve the Contractor of responsibility for safety, nor shall such reviews be construed as limiting in any manner. It is the Contractor's obligation to undertake any action that may be required to establish and maintain safe working conditions at the project site.

HAZARD ANALYSIS

Prior to beginning work, each contractor shall prepare a hazard analysis that defines the activities to be performed and identifies the sequence of the work, the specific hazards, and the methods to be used to eliminate or minimize each hazard.

The hazard analysis shall be submitted prior to, and will be reviewed during the pre-construction meeting by UCHC, and the contractor's supervisors and safety representative. The hazard analysis shall be written in a form acceptable to UCHC.

Hazard Analysis shall be done when the scope of the work or conditions change.

Each Contractor Foreman will inform their work crew of the Hazard Analysis for their work activity each day prior to start of work or when conditions change.

Each contractor shall submit for review by UCHC a site specific safety program which addresses all the elements of this safety plan as they will be implemented by the contractor, its contractors, vendors and suppliers.

The hazard analysis will be included as an appendix to the contractor's site-specific safety program.

Each Contractor foreman will inform their crew of the Daily Safety Pre-Task Plan for their work activity each day before the work for the shift starts or when conditions change.

Each crew member will sign the daily pre-task plan before they start the work activity for the shift. The Contractor or sub-Contractor foreman will carry the signed daily pre-task plan form during the work shift for safety referenced audit.

The previous daily pre-task plans shall be submitted to the CM by the start of the next work day shift.

I have several sample daily pre-task safety forms – we need to choose one and insert in the appendix.

INCIDENT REPORTING

In order to maintain a safe and secure work environment, contractors shall immediately report any incidents or observations that may affect the safety of their employees, UCHC employees, students, patients, staff, or the general public.

Unsafe acts or behavior - Report unsafe behaviors and conditions immediately to the UCHC Project Representative. Stop work if an imminent danger exists. Work will cease until the contractor corrects the issue to the satisfaction of the UCHC Project Representative.

Incidents, Injuries, Near-Miss - Within 24 hours of an incident or injury, contractors shall report details of all such incidents to the UCHC Project Representative and UCHC Public Safety. The contractor will document an incident investigation on all injuries other than first aid cases as defined by OSHA Record Keeping Guidelines. The contractor will submit a copy of the incident investigation and corrective actions to the UCHC Project Representative within 48 hours of the incident.

Emergencies - Contractors should be familiar with emergency reporting guidelines. When reporting emergencies by telephone (7777 in-house, (860) 679-2121 outside phone), include the building and the exact location, room number, the type of emergency and a callback name and telephone number. Stay on the line until the emergency operator ends the call. The contractor

should remain available to provide information to the emergency responders as needed. Contractors are responsible for implementing their own system for accounting for employees during an emergency. Contractors shall work with the UCHC Project Representative to ensure a system is in place for safeguarding employee safety during a campus emergency that requires either evacuation or shelter-in-place.

Security Issues - Notify any UCHC Police Officer or call UCHC Public Safety to report any issue causing security concern. This may include theft, threats or acts of violence, malfunctioning or disabled security devices and violations of security policies or procedures.

EHS PROGRAM ENFORCEMENT

It is the responsibility of each Contractor to comply with the policies and intent of this manual as well as all applicable federal, state, local, and UCHC requirements.

The procedures below outline a three-step, progressively administered system to correct compliance problems. However, if in the opinion of UCHC, non compliance issues are considered severe, the Contractors' contract may be terminated at any time of the individual(s) may be denied access to the project.

Non-Serious Violation - A safety violation that has a direct relationship to the safety of the project but in all probability would not result in an injury or property loss.

Serious Violation - A safety violation that has a direct relationship to the safety of the project and could possibly result in a serious injury and/or property loss.

Serious Intentional Violation – Violations that may have potentially severe consequences, or place individual(s) in imminent danger. A serious intentional violation may result in immediate dismissal. Examples of serious intentional violations include:

- Smoking in designated no-smoking areas.
- Possession of alcohol, firearms, and/or illegal drugs.
- Fighting or belligerent behavior.
- Tampering with emergency equipment.
- Working without a valid shutdown notification, hot work permit, or application of a lockout/tag out.
- Working without proper fall protection, placing a person in imminent danger.
- Entering excavations/trenches without appropriate sloping, shoring, or other protective measures, placing a person in imminent danger.
- Entering areas designated and marked as “Do Not Enter”, placing a person in imminent danger.
- Operating equipment without valid licensing or training certification.
- Not reporting work related injuries and/or damage to UCHC equipment or property.

- Failure to correct recognized safety hazards.
- Repeated or multiple safety violations of the same nature.
- Other acts, which indicate a subcontractor employee's, disregard toward his/her safety, the safety of others, or neglect of proper care of UCHC property/equipment.

Action Level One

If a Contractor fails to comply with an applicable HSE standard, UCHC will issue a written "Notice of Safety Non-Compliance" to the Contractor's site representative. UCHC will also forward a "Warning Letter for Safety Non-Compliance" and a copy of the Notice of HSE Non-Compliance to the Contractor's President or Operations Manager. Copies of these documents shall be forwarded to the UCHC Operations and HSE Managers.

Action Level Two

If item(s) of HSE non-compliance are not corrected by Action Level One, or if the contractor repeatedly fails to comply with the applicable HSE regulations, UCHC will issue a "Written Notice of Temporary Job Suspension" to the Contractor. The Contractor's work may not resume until the UCHC Representative and the Contractor's senior level manager or equivalent have met and the Contractor has proposed corrective actions that are acceptable to UCHC. Actions that may be considered include, but are not limited to:

- Removal of certain personnel from the project,
- Alteration of the Contractor's job procedures, or
- Implementation of corrective action by the UCHC with back charges to the Contractor.

The Contractor shall not resume work until UCHC accepts the proposed corrective actions. RUMC will document and keep on file the meeting results in the form of meeting minutes.

Action Level Three

If Action Levels One and Two do not result in the Contractor's HSE performance being brought into compliance, contract termination may result. UCHC may terminate the contract after verifying that the HSE adherence procedure has not been followed and after giving the Contractor applicable notice. Contractors that have a contract terminated in accordance with this procedure are ineligible to participate in future Contractor projects until they have implemented and demonstrated corrective actions to improve their deficiencies. Only written approval from UCHC can reinstate a Contractor's eligibility.

II. ENVIRONMENTAL REQUIREMENTS

AIR POLLUTION CONTROL

Contractors must abide by good management practices to ensure that their daily activities do not adversely impact the air quality. These shall include, but not be limited to:

- Contractors shall retain fuel slips for construction vehicles/equipment that are refueled on site. Low sulfur Diesel fuels or “biofuels” are required.
- No open burning is allowed on the UCHC Campus.
- Vehicles shall NOT be operated near building fresh air intakes, and shall be equipped with exhaust scrubbers to minimize impact to indoor air quality.
- Equipment shall not be allowed to idle for excessive periods of time when not in use.
- Solvent or other noxious emissions shall be evaluated as part of the work planning process to determine engineering control requirements prior to field implementation of the scope of work.

EROSION AND SEDIMENTATION CONTROL

When excavation or demolition activities are conducted at exterior locations on the UCHC campus, the Contractor shall be responsible for compliance with all local, state, and federal regulations related to Erosion and Sedimentation Control. All engineering controls shall comply with **Connecticut Guidelines for Erosion and Sedimentation Control, as amended (2002 Guidelines for Erosion and Sedimentation Control)**.

DEWATERING ACTIVITIES

The discharging of stormwater and dewatering wastewaters is typically covered under the State of Connecticut’s General Permit program. Contractors shall notify their UCHC Project Representative before pumping groundwater or precipitation from their work area. Only clean water, with neutral pH, can be discharged. If necessary, a settling pond for removal of silt before final discharge must be used.

A General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities is required for projects with disturbance of one or more acres, regardless of project phasing.

ENVIRONMENTAL PERMITS AND LICENSES

Contractors and other service providers may be asked to work with or on behalf of UCHC Project Representatives to secure environmental permits. In some cases, the Contractor may submit the permit application. Contractors are responsible for following the requirements in the environmental permits. Project permits shall be on file with the project documents and shall be made available upon request.

Under no circumstances shall a contractor use a material in an application that is banned under the Toxic Substances Control Act (40 CFR 700-799).

SPILL PREVENTION AND RESPONSE

To maintain Spill Prevention, Control and Countermeasure (SPCC) compliance the storage of fuel and other types of oil and grease products in above ground bulk storage tanks and containers (55 gallons or greater) should be avoided. Contact UCHC's ORS should your project require the storage of oil or grease products in bulk storage tanks and containers.

Personnel involved in fuel transfer operations shall be familiar with transfer operations and the use of the spill clean-up materials. Spill clean-up materials must be available during fuel transfer operations from fuel delivery vehicle to site equipment.

In the event of a spill, the Contractor is responsible for immediately reporting any and all spills to the UCHC Fire Department by dialing 7777, the UCHC Office of Research Safety and UCHC's Project Representative upon discovery. Spills or unplanned releases include spilling, spraying, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any chemicals or hazardous substances, hazardous materials, oils or petroleum products must be reported immediately.

Contractors shall be solely responsible for all environmental remediation, including all costs required to address any spill or release of oil, fuel or hazardous material as a result of their operations at any UCHC project. In the event of a spill or release, remediation shall be completed in accordance with all applicable federal, state and local regulations, ordinances, orders and directives, UCHC ORS and the UCHC Fire Department. Clean-up by UCHC of Contractor spills or releases will be charged back to the Contractor(s) responsible for the release.

Contractors who import chemical-based products to UCHC properties shall provide a spill control kit, compatible with the material to be used, and sized to accommodate a failure of the largest single container they plan to import. Spill kits shall be immediately available in the work areas where chemicals will be stored or used.

Operators of hydraulically operated equipment shall also maintain a minimum of one spill control kit sized to accommodate the largest reservoir in their inventory.

The UCHC Fire Department is staffed and stocked to deal with most spills that occur on the UCHC Campus. For a copy of the SPCC Plan, please ask your UCHC Project Representative.

HOUSEKEEPING AND WASTE DISPOSAL

All Project work areas and premises should be maintained in a clean, healthy and sanitary condition. Work areas, passageways and stairs, and walkways in and around buildings and structures should be kept clear of debris and maintained free of dangerous depressions and/or obstructions. Debris and scrap material should be removed from the immediate work area on a daily basis.

All waste and construction debris generated on a UCHC work site must be removed and properly disposed in compliance with local, state, and federal regulations.

- Contractors must supply their own waste collection containers, unless other means of disposal is agreed upon with the UCHC Project Representative prior to the start of work.
- The receptacle must be in good condition and labeled with the Contractor's name and the containers contents.
- Contractor construction debris must be removed from the worksite daily.
- Never place any trash or material in the "RED BAG" or Medical Waste Containers located though out the Health Center.

Areas around waste collection containers must be kept clean of debris.

HAZARDOUS MATERIAL DISPOSAL

Contractors are fully responsible for the proper disposal of all hazardous wastes that they generate while at UCHC. Hazardous waste may be generated from construction and renovation activities and a variety of other contractor's activities at UCHC.

Common hazardous wastes generated include:

- Waste solvents and solvent soaked rags;
- Waste oils and lubricants generated by a variety of operations including motor vehicles, elevators, plant maintenance, etc. UCHC has an SPCC Plan (Spill Prevention, Control and Countermeasure Plan) in place due to the amount of fuels, gas and oil storage on campus. The Contractor should be aware of what this document contains and how it pertains to any activities you may be undertaking on the UCHC Campus.
- Unused chemicals and other hazardous substances, such as strong acids and bases, paints, aerosol cans, etc. that are no longer needed, do not meet specifications, are contaminated, have exceeded their storage life, or are otherwise unusable;
- Waste ethylene glycol and other coolants;
- PCBs, batteries, lead paint and other miscellaneous materials including, contaminated rags and wipes, broken mercury-containing lamps (i.e. fluorescent lamps) and thermometers.

UCHC ORS is available to assist Contractors with hazardous waste management procedures including disposal, although these activities remain the responsibility of the Contractor. The Contractor in coordination with UCHC ORS must promptly remove and dispose of any regulated or hazardous waste generated by the Contractor (oil, paint, solvents, gasoline, etc.) from the site.

Contractors shall provide documentation to their UCHC Project Representative verifying proper treatment or disposal of hazardous and regulated waste.

This documentation shall be provided no later than thirty-days (30) from the date the regulated or hazardous waste is transported for treatment or disposal. UCHC will withhold payment for any invoiced disposal services that are not fully supported with all required regulatory documentation. UCHC ORS must sign off on all disposal paperwork to ensure proper disposal.

RECYCLING

UCHC encourages Contractors to recycle as much as possible, consistent with good practices and economic realities. UCHC requires that contractors shall recycle, at a minimum, the following materials:

- Corrugated Cardboard.
- Clean dimensional wood.
- Glass containers
- Uncoated asphalt, bricks, and concrete (ABC).
- Metals including, but not limited to, stud, trim ductwork, piping, reinforcing steel (rebar), roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- Electronic components, computers, CRTs, printers, televisions, stereos, etc.
- Used motor oil and other recyclable petroleum products
- Any other materials for which reuse, salvaging, or recycling results in a net cost that is equivalent to or less costly than landfill disposal or incineration.

Recyclable solid waste generated at UCHC by contractors and their subs must be placed in properly designated receptacles supplied by the Contractor. The receptacle must be in good condition, labeled with its contents (e.g., glass, cardboard, scrap metal, used oil) and, if exposed to precipitation, covered. Receptacles must be emptied on a regular basis. Contractors cannot use UCHC receptacles unless otherwise approved by their UCHC Project Representative.

Contractors shall not place unlike wastes in containers made available for recyclable materials and should also be aware that the State of Connecticut has banned the following waste streams from in-state incineration or landfill disposal. These items may not be included in waste destined for incineration or landfills in any quantity:

- Lead-acid batteries
- Leaves and Yard Waste
- Whole Tires
- White Goods (Appliances)
- Cathode Ray Tubes (CRTs) including computer monitors
- Metal, Plastic and Glass Containers
- Recyclable Paper

Resale or recycling of UCHC materials requires UCHC/State of Connecticut approval. The Contractor must provide written evidence that resold or recycled material was disposed in the manner and location approved by UCHC.

III. HEALTH & SAFETY REQUIREMENTS

CHEMICALS, HAZARDOUS MATERIALS, COMMUNICATION OF HAZARDS and MSDS

1. Chemicals and hazardous materials used at UCHC shall be accompanied by a Material Safety Data Sheet (MSDS). Prior to use of the material(s), Contractors shall provide an MSDS to the UCHC Project Representative for distribution to affected University departments and areas. Material Safety Data Sheets (MSDS) are required for various chemicals, solvents, paints, thinners etc., in the workplace. Any scope of work involving the use of chemicals cannot be adequately planned without the information contained in the MSDS (i.e.: acceptable exposure levels, personnel exposure monitoring requirements, instructions for safe use, required personal protective equipment, etc).
2. Contractors and their employees shall comply with all regulatory requirements in the management of the chemicals and materials they use at UCHC. Contractor personnel should be thoroughly familiar with the information contained in the MSDS and shall use the chemicals safely. If the use of the material has the potential for exposure to UCHC personnel (students, faculty, employees or patients) the UCHC Project Representative shall consult ORS before starting the job. ORS is available to make recommendations to minimize exposures to chemicals or hazardous materials. Contractors shall be aware that vapors and/or odors from chemicals can travel long distances. Every attempt shall be made to minimize or eliminate the potential for exposure.
3. Contractors are responsible for managing their chemical containers according to federal, state, and local regulations. Contractors shall remove any remaining chemicals or unused hazardous material products within 24 hours of their completed use on a project, unless approval is received from the UCHC Project Representative to leave the material on site.
4. Contractors shall use the minimum quantity of chemicals necessary to perform the day's work. Portable containers shall not exceed five-gallon capacity without a UCHC Project Representative's and ORS's approval.
5. Special precautions shall be observed prior to using any chemicals or hazardous materials in mechanical, electrical or air distribution rooms. The UCHC Project Representative and ORS must be notified prior to use of chemicals in these areas.

SPECIFIC TOXIC SUBSTANCES OF CONCERN

ASBESTOS

1. Asbestos-containing materials (ACM) and Presumed Asbestos-Containing Materials (PACM) exist in most University buildings. Contractors shall not disturb asbestos-containing materials in UCHC facilities during the course of any renovation or demolition activities, including installations or repair work. Contact the UCHC Project Representative for information about the location of ACM within the project area.

2. All Contractors must comply with OSHA training requirements for their employees who may contact, but not disturb, ACM. This is considered Class IV work and requires, at a minimum, 2 hours of asbestos awareness training.
3. Should suspect ACM or PACM be found during work activities, the Contractor will stop all work immediately and contact the UCHC Project Representative. No work shall be attempted that could result in a release of ACM to the environment.
4. In the event of an asbestos emergency (release to the environment), isolate and secure the area. Immediately contact the UCHC Project Representative and Public Safety (7777 in-house or (860)-679-2121 outside line) and identify the nature and extent of the asbestos emergency.

LEAD BASED PAINT

1. Lead Paint exists in many UCHC facilities. While EPA, HUD, and the Connecticut Department of Public Health (CTDPH) are concerned only with residential paints that are dated pre-1978, for childhood poison control issues, OSHA considers all residential paint, even that post-1978 as *contaminated* with lead. Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Many construction activities, such as hand scraping and sanding, light demolition, grinding, welding, cutting and burning have been shown to expose workers to airborne levels of lead that exceed OSHA's Permissible Exposure Limit (PEL). Contractors must follow OSHA regulations when any paint surfaces can be impacted.
2. While lead-based paint test data exists for some UCHC buildings, Contractors must use documented lead-safe work practices in all University buildings. Contact the UCHC Project Representative to review test data as necessary.

PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

1. The contractor shall provide workers with personal protective equipment (PPE) such as safety glasses, respirators, hard hats, gloves, and safety shoes when performing certain activities or when working in designated areas. The contractor shall ensure PPE is available and used appropriately. The UCHC Project Representative will stop work at if appropriate PPE is not in place.
2. Contractors are responsible for assessing hazards and associated risks, for selecting and providing PPE, and for providing adequate training to personnel on inspection and use. It is UCHC's expectations that PPE shall be properly maintained, appropriate for the task, and shall comply with applicable regulations.
3. Contractors must control their work zones and effectively communicate the hazards of the work zone and required personal protective equipment to all UCHC Representatives requiring access to those work zones. The contractor shall be responsible for controlling access and will deny access to any UCHC Representative or other party not wearing the proper protection.

MINIMUM PPE FOR CONSTRUCTION AREAS ON UCHC CONSTRUCTION SITES

The following items are the minimum PPE for all construction areas at UCHC:

- Safety glasses with rigid side shields (ANSI Z87.1, or equivalent) shall be worn at all times when in the construction environment and in any area where eye hazards exists. Safety goggles may be worn over non-safety prescription eyewear.
- Hard Hats (ANSI Z89.1 or equivalent) shall be worn at all times where overhead hazards exist (e.g. construction, environmental operations, operations or maintenance environment), regardless of the workers activities. This includes welders when using welding hoods.
- Hard-toe footwear (ASTM F2413, or equivalent) shall be worn by all workers when in the construction environment or in areas where there is a danger of foot injuries due to falling, rolling, or piercing objects or when employee's feet are exposed to electrical hazards.
- Long Pants;
- Long-sleeved shirts are required when working in a production building, utilities, or any pipe rack that contains production piping or utilities; and
- Professional appearance is required. Shirts with four inch sleeves are required; muscle shirts, tank tops, or tee shirts with inappropriate graphics or slogans are prohibited.
- Gloves, appropriate for the hazard present, shall be worn when hands are exposed to absorption of harmful substance, cuts, abrasions, punctures, biological hazards, chemical burns, thermal burns, or harmful temperature extremes.
- High-visibility reflective safety vest (ANSI/ISEA 107, Class II, or equivalent) must be worn by all personnel, working on or near construction activity. Class III vest shall be worn when workers are working near active highways, roads, or parking lots.

ADDITIONAL PPE CONSIDERATIONS

- Fall retention harness with arresting lanyard as required.
- Ear plugs or ear muffs if the work will involve employee exposures to loud noises (>85 dB)
- Respiratory protection (written respiratory protection program and medical monitoring required)
- Non-conductive, insulated gloves, boots, and blankets as required by the NEC.
- NOMEX or approved fire resistant clothing as required by NFPA
- Fire / heat resistant gloves with gauntlets
- UV protective goggles / face shield
- Impact resistant face shield
- Electrical Hazard rated (EH) safety shoes for working in substations or while performing work on live parts.

RESPIRATORY PROTECTION

UCHC expects each contractor and its subcontractor shall manage their own Respiratory Protection Program. The Contractor shall ensure that only employees formally trained and qualified in respiratory protective device use shall use respirators. Each of the contractor's employees and its subcontractors must be fitted and tested to assure the respirator provides adequate protection as per OSHA regulations.

Respiratory protection requirements for specific jobs shall be documented in the contractor's Standard Operating Procedures and the contractor's Written Respirator Program.

CONFINED SPACE ENTRY

Contractors who may need to enter a confined space at UCHC as part of service delivery shall conduct entry under a Permit-Required Confined Space (PRCS) program at least as stringent as that required by OSHA. Permit-required confined spaces may include, but are not limited to, storage tanks, in-ground vaults, boilers, trenches, manholes, lift stations, and valve pits. Contact the UCHC Project Representative and the ORS for a listing of known permit-required confined spaces.

If during the course of work, the Contractor encounters a confined space that has not been previously identified by UCHC, the Contractor must notify the UCHC Project Representative so that the space can be assessed by the Project Representative in consultation with ORS.

Prior to conducting work in or around Permit-required Confined Space, contractors shall notify the UCHC Project Representative. Upon this notification, UCHC shall provide the contractor with information relative to the known or anticipated hazards of the space. Upon completion of the confined space entry, the contractor will notify the UCHC Project Representative and provide information on any unexpected hazards that were encountered.

Contractors are expected to comply with the OSHA Permit-required Confined Space Standard. Therefore, they are expected to:

1. Have a permit space entry program in place that meets the OSHA standard.
2. Ensure their employees are properly trained.
3. Have the equipment and resources available to ensure a safe entry, including atmospheric testing equipment, protective clothing, hard hats, respirators, life-lines, ventilation equipment and safety harnesses etc.
4. Notify the University Fire Department at (860) 679-4291 prior to conducting any permit entry at UCHC.
5. **Provide for emergency rescue. The contractor must arrange for the appropriate level of rescue services required based on the potential for the types and severity of the rescue that may be required. Documentation on the rescue procedure, authorized rescuers, training and equipment must be available on site prior to conducting confined space entries requiring rescue services.**

The use of University services or equipment by contractors to perform an entry is strongly discouraged. If University and contractor personnel will be working together during an entry, or an unforeseen circumstance requires the use of University services or equipment, the UCHC Project Representative must secure a waiver and release from the contractor.

EYEWASHES AND SAFETY SHOWERS

Contractors are responsible for supplying eyewashes and safety showers for their employees while performing work on the UCHC campus. They will ensure these units are in full operational compliance for use during an emergency. The Contractor is responsible for assessing the adequacy of all units to be used, whether permanent or temporary, and to ensure that they are in full operations compliance.

FIRST AID AND MEDICAL SERVICES

Contractors are responsible for ensuring that first aid and medical services are available for their employees. UCHC is available to assist with emergency first aid, as necessary. Dial 7777 from a campus telephone or (860) 679-2121 from any outside phone to summon emergency assistance. The contractor is responsible for recording and reporting injuries and illnesses as required by OSHA.

FALL PROTECTION

Once a worker leaves the floor, an elevated work situation is created and a proper work platform must be provided per OSHA. 100% fall protection is required in areas where the fall hazard is 6 feet or greater from the worker's foot-level, or where the individual is working over dangerous equipment on this project. Such protection must be approved guardrails, nets or personal fall arrest systems.

Anchorage points for tie off shall be able to sustain a minimum load of 5000 lb. per person and be located at or above the workers shoulder level. If no anchorage point exists at or above shoulder level, special lanyards shall be utilized to ensure fall arrest forces cannot exceed OSHA limits. Anchor points shall be at a sufficient height to allow the lanyard to arrest the fall prior to the employee impacting with the surface or equipment below. Small diameter pipes, cable trays and electrical conduit are not to be used for anchors or platforms. Anchor points must be within 6 feet of the worker or else a retractable lanyard must be utilized. Lanyards shall not be strung together.

ELEVATED WORK - FALL PROTECTION

A 100% Fall Protection Plan, including protection systems, shall be developed by the contractor for all work with a fall exposure greater than 6-feet with a copy provided to UCHC prior to start of work.

Materials and equipment shall not be installed or released from elevated locations in an uncontrolled manner, and areas below elevated work locations shall be barricaded off to exclude all persons (i.e.- installation of conduit, pipe, steel, etc.).

Controlled Access Zones, Safety Monitoring, and Warning Lines are not permitted on this project.

When wire rope is used as guardrails providing fall protection, all connections & splices shall be loop type connections with a minimum of three (3) wire rope clamps when used as a guardrail and three (3) wire rope clamps when used as a horizontal lifeline. Turnbuckles shall be installed at suitable intervals to maintain the required tautness of the wire rope but in no instance less than one per linear section of 100 feet and one at every corner.

Cold-rolled metal studs are prohibited from use for guardrail or handrail systems. All anchorages for wire rope cable will be capable of withstanding a minimum of 200 pounds force if the wire rope is used as a guardrails system or a minimum of 5,000 pounds force per person attached if the wire rope is used as an anchorage for a personal fall arrest system.

When wire rope is used as a horizontal lifeline, the system shall be designed by a registered professional engineer and maintained by a competent person. Design, installation, and maintenance of this system must meet all OSHA requirements at a minimum.

Leading Edge Policy- Any employee working on any elevated work platform or ladder within 6' of a leading edge that has a drop of 6' or more shall be 100% tied-off using a personal fall arrest system.

Personal Fall Protection systems shall also be worn and used by all employees when working six (6') feet or more above the ground/floor or whenever working in a precarious position.

Only approved full-body safety harnesses with two (2) double-locking lanyards are approved for use on this project as a part of a personal fall protection system.

100% tie-off requires connecting the second lanyard before disconnecting the first one.

All lanyards are to be as short as possible, but in no event longer than six (6') feet.

Shock absorbing lanyards must be used unless a Self-Retracting Lanyard is in use.

Wire rope lanyards are prohibited unless approved by UCHC.

Only lanyards labeled and approved for tieback use shall be used to tieback to the lanyard as a choker around an anchor.

Safety Harness and lanyard shall also be worn and attached to the manufacturer's approved anchorage when working out of aerial lifts and to vertical drop lines when working from suspended scaffolding.

Vertical safety lines shall only be used by one individual at a time.

The Contractor shall pre-plan fall protection anchorage points around all stairwells, shafts, building perimeter and leading edges with a fall potential of 6' or greater.

ROOF WORK

Working on a roof within six feet of the edge requires appropriate fall protection (railings or warning lines with safety monitors or personal fall protection).

Contractors shall not work on roofs without prior approval from the UCHC Project Representative. Access to the roof will be controlled. Only authorized persons designated by the contractor shall be granted access. Contractor must obtain other appropriate permits as needed i.e. Hot Work, Confined Space Entry, etc.

FLOOR OPENINGS

Working within six feet of a floor opening (skylight, hole, open hatch, etc.) requires appropriate fall protection. Floor openings (holes) shall be protected with a fixed cover, using materials of sufficient strength to support any imposed load or to equal the design floor loading capacity, or shall be guarded by a standard OSHA-compliant fixed railing system with toe boards on all exposed sides except at entrances to stairways.

When floor openings are protected with covers, the cover shall be clearly marked: “**Danger- Hole – Do Not Remove**” and secured in place.

LADDERS

The following guidelines apply to all UCHC facilities per OSHA:

- All ladders must be in good condition and free of any broken or defective parts.
- Metal or conductive ladders are prohibited from UCHC worksites.
- Any ladders with broken or split rails, rungs, steps, or any defective parts must be removed from the UCHC property.
- Portable ladders must be securely footed and equipped with suitable safety shoes to prevent slippage.
- Workers shall not place ladders in door swing areas unless the door is locked or otherwise blocked from striking the ladder.
- Ladders must extend a minimum of (3) three feet beyond the landing surface and be securely tied at this point to prevent any movement. When used against beams, pipes, or similar supports, workers shall secure ladders to prevent shifting, slipping, or being knocked over.
- Stepladders must only be used in the open and locked position.
- Work from ladders at heights over 6’ shall require personal fall protection
- All ladders marked with the contractors name

ROOFTOP EXHAUST FANS

Roof top Exhaust fans located at the Health Center are capable of discharging potentially hazardous vapors. Contractors shall not conduct work around rooftop exhaust fans without obtaining approval /clearance from the UCHC Project Manager and the UCHC ORS.

COMPRESSED GAS CYLINDERS

1. Cylinders shall be properly secured and labeled to identify contents in accordance with OSHA’s Hazard Communication Standard.

2. Workers shall close valves when cylinders are idle, empty or moved. Valve protection caps shall be in place when cylinders are moved or stored.
3. Contractors shall keep cylinders a safe distance or shielded from Hot Work.
4. Contractors shall comply with OSHA requirements on the separation of cylinders containing incompatible chemicals.
5. Cylinders shall only be hoisted using approved hoisting carts.
6. All cylinders shall be marked with the contractors name.

HOT WORK / BURN PERMIT

UCHC utilizes and enforces the use of a Hot Work / Burn permit system to help minimize the risk associated with Hot Work. We encourage contractors to provide suggestions or alternative methods on ways to avoid Hot Work. For instance, can bolted flanges be used? Can the welding be done outside?

If Hot Work shall be performed the contractor must follow **UCHC's Fire Departments Standard Operating Procedure #3.6 Hot Work / Burn Permits** (see Appendix V of this manual).

WELDING, CUTTING AND BURNING – HOT-WORK

A suitable, approved fire extinguisher shall be ready for instant use in any location where welding is done. Screens, shields, or other safeguards must provided by the contractor performing the work for the protection of men or materials, below or otherwise exposed to sparks, slab, falling objects, or the direct rays of an electric arc.

Welders shall wear approved eye and head protection. Worker assisting the welder shall also wear protective glasses, head protection and protective clothing.

Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.

A dedicated fire watch shall be present at all welding operations and remain for at least 1 hour after the hot work has halted.

Electric Arc Welding

Electric welding equipment, including cables, shall meet the requirements of the National Electric Code.

All arc welding and cutting cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work.

Leads shall be inspected before each use. Those in need of repair shall not be used and shall be placed out of service and removed from the project site at the end of the shift. Welding leads shall not be repaired with electrical tape.

The frames of all arc welding and cutting machines shall be grounded either through a third wire in the cable connecting the circuit connector or through a separate wire which is grounded at the source of the current.

All ground connections shall be inspected to insure that they are mechanically strong and electrically adequate for the required current.

Welding practices shall comply with all applicable regulations.

Work permits shall be obtained daily, prior to any welding operations on the site.

Gas Welding or Cutting

When gas cylinders are stored, moved, or transported, the valve protection cap shall be in place.

When cylinders are hoisted, they shall be secured in an approved cage or basket.

The valve cap shall never be used for hoisting.

All cylinders shall be stored, transported, and used in an upright position.

If the cylinder is not equipped with a valve wheel, a key shall be kept on the valve stem while in use.

At the end of each work day or if work is suspended for a substantial period of time, compressed gas cylinder valves shall be closed, regulators will be removed and properly stored, and valve caps replaced.

Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.

Cylinders containing oxygen or acetylene or other fuel gas shall be stored in designated areas outside the structure as approved by UCHC Fire Department.

No one shall use a cylinder's contents for purposes other than those intended by the supplier.

All hose used for carrying acetylene, oxygen or other fuel gas shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.

Oxygen cylinders and fittings shall be kept away from oil and grease. Oxygen shall not be directed at oily surfaces, greasy clothes or hands. Regulators, gauges, backflow check valves, and torches shall be kept in proper working order.

All oxygen/acetylene setups shall have a 'flashback arrestor' style check valve installed as per manufacturer's recommendations.

An approved fire extinguisher (minimum 20#) shall be readily available.

Appropriate personal protective equipment, such as burning glasses, shields, and/or gloves shall be used.

Adequate exhaust ventilation shall be maintained at all welding and cutting work areas. Work permits shall be obtained daily, prior to any burning or cutting operations on the site.

WORK PERMIT PROCEDURES

Hot Work

Hot work is defined as a process or procedure that could result in a fire if not properly controlled. Common types of hot work are welding, burning, cutting, brazing, soldering.

Hot Work Permits are required for all new construction and renovation work in all existing buildings owned, leased, or occupied by UCHC.

Hot work will usually be permitted only during normal working hours. Permits will be issued the day before work is to be accomplished, and the work area will be inspected to verify that adequate control has been established. A copy of the permit will be available at the point of work.

An adequate number of fire extinguishers, provided by the Contractor, will be available within 50-feet of the point of work for which a permit is issued.

The Contractor will take the necessary precautions when welding or burning above walls to assure that protection is maintained on both sides of the wall and those areas below are protected on multilevel buildings.

A fire watch whose sole duty is only to fire watch will be present in these type areas at all times during hot work operations. Inspection of the permit area one hour post-completion of all hot work is required of the Contractor.

FIRE SAFETY

1. UCHC prohibits smoking in its facilities and on its campus. Violators may be asked to leave the premises on first offense.
2. Contractors should be familiar with the location of fire alarm activation devices (pull stations,) portable fire extinguishers and at least two exit routes from the work area. Contractors shall not obstruct access to exits, exit routes or fire equipment or prop open stairwell doors.
3. All fires shall be reported by activating the nearest fire alarm station, followed by dialing the appropriate UCHC EMERGENCY NUMBER. Dial 7777 from any UCHC phone or (860) 679-2121 from an outside phone.
4. Contractors shall be trained in the proper use of portable fire extinguishers if conducting fire watch duties as part of the Hot Work / Burn Permit process. Contractor-supplied fire extinguishers shall be clearly marked and have current inspection. Contractors shall provide their own portable fire extinguishers for any hot work unless other arrangements have been made with the UCHC Project Representative.
5. Flammable and combustible liquids are easily ignited and thus shall meet all the labeling, use, storage and disposal requirements outlined in the Chemicals and Hazardous Materials section in this document.
6. Only the UCHC Fire Department shall open a fire hydrant or standpipe. Contractors may not use UCHC fire hoses unless prior approval has been obtained from the UCHC Project

Representative and Fire Department. Water supply flow tests shall be arranged with the UCHC Fire Department, Facilities and FM Global.

7. Contractors performing welding, torch cutting, soldering, grinding, using high temperature heat gun and other forms of "Hot Work" shall adhere to the special requirements listed in the Hot Work section of this document. Hot Work shall not be conducted during times when sprinkler systems have been impaired.
8. Provide a fire extinguisher as prescribed by UCHC Fire Department in the construction areas, along with evacuation plans and Air Horns for emergency signals. The use of an air horn and evacuation plans should be described within the Contractor's Site Specific Health and Safety Plan.

FIRE PROTECTION

Contractor shall be responsible for fire protection in its work and operational areas, including offices, tool rooms, and storage areas, twenty four (24) hours per day, seven days per week through the duration of this Contract.

The contractor, as required by OSHA and the local fire protection code, must provide appropriate fire suppression equipment.

A sufficient number of fire extinguishers of the type and capacity required to protect the work and ancillary facilities shall be provided in readily accessible locations.

A minimum size of 20 pounds for multi-purpose ABC chemical extinguishers is required on the project.

A fire watch and at least one fire extinguisher of appropriate size & type will be provided by the contractor for all Hot Work Operations.

Chemical extinguishers must not be used to attempt to cool Hot Work; water is the preferred medium for cooling of Hot Work.

Hot Work Permits are required to be completed by the Contractor before starting any activities that create fire, sparks, cinders, slag, etc.

Only metal safety containers approved by UL and the Local Fire Marshall, and properly labeled as to their contents, are to be used for handling and/or storage of flammable liquids in quantities more than one gallon.

All temporary Contractor's offices, storage sheds, workmen's shanties, etc. are to be located outside of and a minimum of 50 feet away from structures under construction.

All tarpaulins and plastic used for temporary covers shall be of fire resistance manufacture.

All insulation materials required for the curing of concrete shall be non-combustible.

Dumpsters containing combustible materials shall be located a minimum of 50 feet away from structures under construction.

Contractor must provide a competent fire watch for after-hours operation of any / all temporary heaters.

Work shall be scheduled such that the installation of water supplies, sprinkler systems, and fire hose will closely follow completion of floors and areas.

Temporary Heating

Temporary heating devices should not be installed or used by anyone on the job until authorized by the Project Superintendent and cleared with the UCHC Fire Department. Electric Space heaters shall not be used. When tarpaulins or canvas coverings are used on the project, they must be a U.L. listed material made of a fire resistant material with a flame spread rating of 15 or less. These materials should be securely fastened.

FIRE PROTECTION IMPAIRMENTS

1. Contractors shall take precautions to prevent damage to fire protection systems. Report damage immediately to the UCHC Project Representative.
2. Contractors who need to disable a fire protection system shall contact the UCHC Project Representative and the UCHC Fire department. Notify the UCHC Project Representative of any planned fire protection impairment at least forty-eight (48) hours in advance to obtain for an approval to shutdown. This applies to sprinklers, fire mains, fire pumps, and fire alarm system components.
3. A Fire Watch is required by the UCHC Fire Department whenever fire protection equipment is disabled for more than 4 hours within a 24 hour period. The contractor is responsible for the cost of all fire watches associated with their work.
4. During fire protection equipment impairments, all operations that present a fire hazard will be suspended. These would include all types of hot work. Fire protection systems should be restored as soon as possible by the end of the workday. Fire watch personnel may be required during fire system impairments.
5. Contractors shall not suspend materials or equipment on sprinkler pipes, valves or supports.

ELECTRICAL SAFETY

OSHA's regulations related to electrical safety recognize two key hazard management tactics: elimination of the hazard through shut down and isolation (Lock Out / Tag Out); or when live circuits must be maintained, protection from contact through the use of guarding, insulation, and protective equipment.

The following is a partial list of items to consider when working with or near energized systems:

- Contractors will comply with OSHA Subpart K Electrical regulations, the National Electric Code and NFPA 70E 2004.

- Contractors shall comply with the OSHA “Lock-Out/Tagout” Standard when working with de-energized equipment or circuits. Contractors shall identify the switches that energize the affected circuits or equipment. Due to their ability to store residual electrical energy, high voltage circuits shall be grounded on both sides of affected workers. Contact the UCHC Project Representative for assistance in identifying the locations of energy isolating devices.
- All permanent and temporary electrical work shall be done in accordance with National Electric Code, OSHA and other applicable standards.
- Contractors installing electrical service will label circuit breakers and disconnect panels as to their purpose. Proper PPE, including arc-flash protection, shall be worn when working on live equipment, per NFPA 70E 2004.
- Electrical extension cords and temporary feeders shall be three-wire grounded units using NEMA grounded receptacles and plug caps connected to a ground fault circuit interrupter" (GFCI) protection at the source when using electrical tools/equipment.
- Electrical cables or wires that are placed across roadways, doors or isles shall be secured to the floor or roadway and protected from damage.
- Contractors shall use explosion-proof equipment (i.e. Class I, Division I) in areas containing combustible or flammable vapors, dusts or fibers. Cords, connectors, and equipment shall be inspected to verify that they are free of defects.
- Frayed or cut electrical cords, or cords with damaged plugs or missing ground plugs shall be immediately removed from service, rendered unusable, and removed from the site. Defective tools cannot be stored in tool or gang boxes on site.
- The UCHC Project Representative reserves the right to confiscate and destroy any defective tool or cord immediately upon discovery if the defective tool or cord has not been rendered unusable.
- All temporary power or systems shall be removed at the conclusion of the work.
- Overhead power lines should be clearly marked and shielded (and de-energized if necessary) if cranes, material hoists, aerial lifts, excavators, or similar equipment will be operated in the area.

LOCKOUT/TAGOUT PROCEDURES

The contractor must adhere and strictly follow either the Project Lockout and Tagout requirements, the owner’s requirements or the contractors own requirements, whichever is the most stringent.

No employee is permitted to work on any energized circuit.

All circuit disconnects must be locked in the open position or otherwise appropriately identified with affixed tags stating "DANGER - DO NOT ENERGIZE" or other equivalent wording prior to working on the system or equipment.

Lockout Devices

Only individually keyed padlocks shall be used. Padlocks are to be painted per the craft color code for easier detection and craft identification.

A lockout device of the standard scissor type that will allow the placing of more than one padlock is required, when more than one tradesman is working on a circuit or mechanical process.

A piece of chain or cable may be necessary to complete a lockout on some valves or controls and shall be used wherever needed.

Danger Tags

'Danger Tags' are not 'Danger Signs', and shall not be used where a sign is needed.

Two standardized Danger Tags shall be used on this project. They are described as follows:

"DANGER - DO NOT USE": This tag must be attached to each padlock on a lockout.

"UNSAFE - DO NOT USE": This tag does not require an attachment to a padlock, but may be used if needed. This tag shall be used to identify tools, equipment, vehicles, etc.

Procedure

If device, valve, switch, or piece of equipment is locked out, a "Danger Tag" shall be attached.

No device, valve, switch or piece of equipment shall be operated with a "Danger Tag" and/or lockout attached regardless of circumstances! ! !

Systems consisting of electrical components will be checked, locked and tagged first by electrical craft employee working on the circuit.

The electrical craft will be the first lock on, and the last lock off. Where placing of lock is not feasible, the circuit conductor will be disconnected from the breaker and tagged out.

The panel cover must be of the type that will cover all breakers when closed and must be equipped with a hasp in order to secure a lock to prevent the panel door from being opened. If panel cover is of a type that cannot be locked closed, a cover must be secured over the panel cover and be locked closed and tagged while any work is being performed on any of those circuits.

If the above cannot be accomplished, each circuit will be tagged out as prescribed and an electrician will stand by the panel board to prevent breakers from being tampered with. This physical presence will continue daily until the work is complete.

All "Danger Tags" must be dated and signed. Also on tag, must be the intended work and equipment for which tag has been placed.

If employees of more than one craft or crew are to work on a system, circuit, machinery, or component, the supervisor from that craft shall place his individual lock and tag; and verify that the system, circuit, machinery or component being tagged, is indeed the system that is to be worked on.

Only the person that placed the lock and tag shall remove them without special authorization from the Project Manager, Construction Manager or Craft Superintendent. Padlocks, Lockout Devices and "Danger Tags" shall be made available as specified above. Padlocks shall be color coded for craft identification and shall only be used by that craft for lockout purposes, i.e. valves, switches, electrical components, etc.

Padlocks shall be issued from the contractor responsible where a sign in/out log will be maintained.

Locks and tags shall be issued to the foremen or supervisor responsible for the craft performing the work. The contractor of each craft discipline will be responsible for assuring all padlocks are personally identified, that will be used for lock and tag purposes.

The Contractor Superintendent(s) will be responsible for ordering their own craft's padlock. A master key will also be provided. Any employee(s) or person(s) found to have removed another's lock and/or tag will be subject to disciplinary action up to and including dismissal from the project.

Special Situations

When due to the nature of work, a supervisor who has employees assigned to work on systems that are between construction and client turnover that is to be locked and tagged out in order to perform work, the below shall be applied:

Prior to the electrical foreman de-energizing the system, the foreman will ascertain whether system or device has been turned over and accepted by the client; If system is signed off, the client shall assume responsibility for de-energizing system and becoming the tagging authority.

Contractor Electrical foreman/craft journeyman places lock and tag and tries to engage the equipment. The electrical journeyman or lead man will meter the tagged equipment to verify that it is de-energized.

Operating Facilities and Equipment

All systems covered under this section whether electrical, mechanical or other, are considered those systems where no future construction activity is warranted.

Electrically Operated Systems

Client representative or designee de-energizes system demonstrating accuracy to construction electrical supervisor, then locks and tags. Construction electrical foreman/journeyman ascertains that fuses, breakers or throws have been removed, when applicable, tags, locks and tries system. Electrical foreman/journeyman, meters the side of the system to be worked on to verify it is de-energized and safe. Upon completion of work, the journeyman removes their lock/tag and advises the construction electrical supervisor. Client representative or designee clears system, removes lock and tag and re-energizes if necessary.

Other Systems

Plant engineer or designee de-energizes system and makes system safe. Client mechanics or designee(s) makes first break in flanges, places blanks, blinds or valves, and demonstrates that the system is empty and decontaminated. Construction (Client) Coordinator or designee verifies that the system is de-energized and tagged. Construction Craft supervisor locks, tags and tries system, surrenders the key to the journeyman who will then perform the assigned task. Upon completion of work, the journeyman will return the key to the assigned supervisor and tag and lock are removed. Construction (Client) Coordinator or designee assures that system is clear, and then removes lock and tag. Client mechanics or designee(s) re-energize system.

Construction

All systems under this section whether electrical, mechanical or others, are considered those systems that are still in the construction phase. Equipment or circuits that are de-energized shall be maintained inoperative at their main power source and shall have locks and tags attached to prevent incidental turn on. A staff member shall be designated from the electrical department (Superintendent or General Foreman), to assume the responsibility, for the removal of locks and tags, and activation of power from the main switchgear through end line component.

- Workspace required to access and service electrical systems shall not be used for storage.
- When normally enclosed live electrical systems are opened for service work, passageways shall be barricaded or guarded to prevent contact with energized equipment. Proper calorie rated PPE shall be worn when working around live or otherwise exposed equipment.
- Electrical connections shall be coordinated with a UCHC electrician.
- Electrical tie-ins shall be conducted only on de-energized (locked out and tagged out) systems.
- When planned, live electrical work is necessary due to the inability to shut down a critical load, a pre-task safety meeting conducted by the contractor's electrically qualified person with all participants is required. Detailed written procedures shall be utilized whenever live electrical work is deemed necessary and performed and discussed in the meeting along with necessary PPE requirements.
- Unauthorized, live tie-ins to electrical services will result in the immediate and permanent exclusion of the worker from all UCHC facilities.
- After a contractor performs repairs, maintenance or installations, verification to ensure that the electrical equipment components are operationally intact and that no electrical hazard exists upon re-energization shall be performed before UCHC qualified employees shall attempt to re-energize the electrical equipment. This verification can be performed by qualified persons from the Facilities Electric Shop or a qualified third party, at the discretion of the Facilities Electric Shop supervisor.
- Remember: Isolate it, Lock it, Tag it, and Try it.

LOCKOUT/TAGOUT (Hazardous Energy Control)

The Contractor will assure proper isolation and control of hazardous energy on affected equipment and machinery. Contractors will comply with the OSHA "Lock-Out/Tagout" Standard including training and equipping workers. Contractors are expected to maintain a written program and work cooperatively with UCHC personnel for multiple lockouts.

Lockout/Tagout procedures must be exchanged and coordination of procedures must be discussed between the Contractor and UCHC during a pre-job meeting.

All concerned University employees must be effectively informed of the restrictions and prohibitions associated with the Contractor's Lockout/Tagout procedures.

CRANES AND HOISTS

1. The contractor shall not use UCHC-owned or leased crane or hoist equipment, unless contractually indemnified to do so or unless they have signed a separate indemnification authorizing them to do so.
2. Before lifting the first load of the day, the contractor shall verify the hoist system will operate properly by conducting documented inspections. These inspection documents should be made available upon request of the UCHC Project Representative.
3. Contractors shall not leave suspended loads unattended. When moving a suspended load, the operator shall assure personnel are clear of the path of transport. Workers will not stand or walk under suspended loads.
4. **Loads cannot travel over occupied portions of buildings. The Contractor must develop a rigging plan when planning on moving loads over occupied areas. The Contractor and the UCHC Representative shall review the plan and coordinate vacating areas along the load path.**
5. Crane operators and riggers shall be thoroughly trained and competent in the use of such equipment. The contractor shall provide a “competent person” (as required by OSHA) to oversee and/or perform lifting operations.
6. Contractors shall establish a restricted work area using barricades and other appropriate controls to minimize the hazards to personnel from swinging or falling objects.

Crane Safety Program

General Obligations

1. Compliance will be in accordance with the Occupational Safety and Health Administration’s (OSHA), American National Standards Institute (ANSI)/American Society of Mechanical Engineers (ASME) standards.
2. All cranes meeting the definition defined under Subpart CC will be covered under this policy, including tower cranes. These cranes must be larger than one (1) ton to comply with the policy.
4. Operators of cranes (mobile, barge or tower) must be certified by an accredited agency and licensed by the State of Connecticut for the particular crane they are licensed to use.
5. Riggers must be certified and qualified prior to being authorized to connect a load to a hook.
6. All riggers/signalpersons of tower cranes must utilize blue vests with high visibility striping and equipped with air horns to notify everyone of a lift.
7. All riggers/signalpersons of land/water based mobile cranes will utilize a hardhat ID and if necessary equipped with air horns to notify everyone of a lift.
8. Cranes must sound horns prior to lifting.

9. Competent Persons must be assigned as lift directors by the Contractor prior to being authorized to oversee any crane activities.
10. Assembly/Disassembly (A/D) Director must be assigned by the Contractor prior to overseeing any crane assembly/disassembly or tower erection/climbing/dismantling work

All A/D workers must be trained by the A/D director prior to any erection activities.
A Pre Task Plan must be developed to meet this requirement.
11. A tower crane erection/climbing/dismantling plan must be submitted prior to mobilizing onsite.
12. Dedicated Spotters must be trained and assigned prior to any crane work near power lines or any other energy source.
13. The fall protection requirements for UCHC apply to all crane work. UCHC policy recognizes six (6) feet across the board, including erection/dismantling, maintenance, inspection or any other work.
14. Qualified Person must be deemed qualified and assigned by the Contractor prior to any crane activities, more specifically any crane activities involving critical lifts.
15. Inspections must be done in accordance with the various OSHA, ANSI/ASME, and company requirements.
16. All cranes must be considered and certified safe for use by the A/D Director and an Independent 3rd Party Crane Inspector prior to any lifts taking place and after all testing and inspections are complete. This includes boom changes, crane modifications or any other significant configuration.

Daily Inspections

Shall be performed by a competent person designated by the contractor in accordance with the manufacturer's recommendation and ANSI B30 Standard for the type of crane being inspected and the most current version. This inspection shall be completed prior to each shift starting work.

Operation

No work shall proceed without evidence of a current annual inspection meeting UCHC requirements.

No claims will be accepted for losses sustained by the contractor for delays caused by failure to comply with these requirements.

Cranes and other powered lifting devices shall be inspected by the operator: After set up and prior to initial lift. Before each shift. After every malfunction.

All crane outriggers shall be fully extended and shall be supported by adequate timber shoring at all times regardless of the existing surface material(s).

In the event that outriggers cannot be fully extended due to encumbrances, the lift shall be made as if being lifted without the use of outriggers (from rubber).

The use of a functioning “Anti two-Blocking” devices to prevent contact between the load block or overhaul ball and the boom is required on this project.

This feature will be tested on a daily basis. The load line(s) will be secured to a substantial anchorage point when work has been stopped or at the end of the day or shift.

Operational Aids - Anti two-blocking device

Telescoping Boom Cranes

Telescopic boom cranes manufactured after February 28, 1992, shall be equipped with a device which automatically prevents damage from contact between the load block, overhaul ball, or similar component, and the boom tip (or fixed upper block or similar component). The device(s) must prevent such damage at all points where two-blocking could occur.

Temporary alternative measures: Clearly mark the cable (so that it can easily be seen by the operator) at a point that will give the operator sufficient time to stop the hoist to prevent two-blocking, and use a spotter when extending the boom.

Lattice Boom Cranes

Lattice boom cranes manufactured after Feb 28, 1992, shall be equipped with a device that either automatically prevents damage and load failure from contact between the load block, overhaul ball, or similar component, and the boom tip (or fixed upper block or similar component), or warns the operator in time for the operator to prevent two-blocking. The device(s) must prevent such damage/failure or provide adequate warning for all points where two-blocking could occur.

Lattice boom cranes, and derricks, manufactured one year after the effective date of this standard shall be equipped with a device which automatically prevents damage and load failure from contact between the load block, overhaul ball, or similar component, and the boom tip (or fixed upper block or similar component). The device(s) must prevent such damage/failure at all points where two-blocking could occur.

Exception. The requirements do not apply to such lattice boom equipment when used for dragline, clamshell (grapple), magnet, drop ball, container handling, concrete bucket, marine operations, and pile driving work.

Temporary alternative measures. Clearly mark the cable (so that it can easily be seen by the operator) at a point that will give the operator sufficient time to stop the hoist to prevent two-blocking, or use a spotter.

Special Procedures

A lift procedure shall be developed by the Contractor for the following and submitted to UCHC prior to the lift taking place:

- Critical Lift (defined as when lifting a load where the weights are at or over 75% of the rated capacity of the crane and rigging as determined by the manufacturer);
- Multi-Crane Lift; 100 Tons or greater Lift;
- Any application that deviates from the manufacturers recommendations; Any lift within 25 feet of railroad tracks;
- Any lift where the swing radius travels over a public domain or right-of-way;

- When special or unique hazards are under or adjacent to the load at any time during the lift;

When UCHC determines such a procedure is necessary.

The Lift Procedure will include a Hazard Analysis developed by the Contractor and submitted to UCHC along with Pre-Lift meetings, which shall be held at 30 days prior to the lift, the day prior to the lift and immediately prior to the lift with the actual workforce doing the lift.

All concerned parties must be present for the meetings with minutes of the meeting recorded by the Contractor.

The Lift Procedure will include documentation of calculations which incorporates weight deductions of all rigging equipment, a load chart for the crane(s) that will be used, a site plan and layout sheet which will include the path of travel of the load, swing radius protection and any other necessary factors.

A Critical Lift Checklist or equivalent, shall be used.

The crane operator(s) shall be proficient in the operation of the crane(s) and licensed in the State/City where the operation is being performed. Certification by the National Commission for the Certification of Crane Operators (NCCCO) is required.

Record Keeping

All records pertaining to crane inspections shall be kept with the crane or in the trade contractor's site field office.

If during any safety inspection, the operator or supervisor cannot produce the required crane inspection documentation, the operator shall immediately cease operation of the crane in a safe manner and shall not resume operation until proper documentation is provided.

Where crane operators are required to be licensed by the State where the project is being built they shall have a current license and provide a copy to UCHC when requested.

Duplicates of Certification records shall be maintained on project site by Contractor and made available to UCHC upon request.

The contractor shall provide evidence of competency of the operator to UCHC.

Rigging

A Competent Rigger appointed by the Contractor shall perform all rigging equipment.

Rigging equipment shall be inspected by the Contractors designated Competent Person prior to its initial use on the job site and prior to each shift thereafter to ensure that it is safe.

Records of all inspections will be kept on the site and shall be made available to UCHC upon request.

All rigging equipment that is defective or damages shall be immediately removed from the project site.

The headache ball hook and all other rigging hooks, with the exception of “shake-out” hooks, must be equipped with a self-closing keeper or “mouse”.

Chain slings are prohibited from use for any lifting operation unless specifically designed for a unique application.

“Tag Lines” shall be provided and used when hoisting all loads aloft.

All hooks used for overhead lifting shall be equipped with safety latches or alternate lifting methods such as clamps will be used.

Shake-out/sorting hooks may only be used for unloading materials from trucks and will not be used for overhead lifting.

Only one ‘eye’ is permitted on any lifting hook.

A shackle must be used if two (2) or more eyes of a sling are to be placed on a lifting hook.

MOBILE EQUIPMENT/WORK PLATFORMS

Unless permitted by the UCHC Project Representative, and supported by appropriate indemnification in the contract language, contractors shall not use UCHC-owned aerial work platforms.

Contractors shall assure trained personnel operate mobile equipment, such as extendable boom lifts, scissors-type lifts, and cranes. The contractor shall provide trained personnel to assist the operator in clearing building fixtures or other obstructions when raising, lowering or advancing the equipment.

For outdoor projects, workers may not operate cranes, aerial platforms, power shovels, or similar equipment within fifty (50) feet of overhead utilities without prior approval from the UCHC Project Representative.

AERIAL LIFTS

Only documented, trained personnel shall be allowed to operate Aerial Lifts per OSHA. Aerial lifts (boom lifts) shall only be used for lifting personnel and their tools and must not be used as material hoists.

The manufacturer’s load limitations and operating requirements must be complied with.

Personnel working in aerial lifts must be tied off to anchorages specifically designed for that purpose (railings do not meet fall protection anchorage requirements).

Aerial lifts that are not equipped with such anchorages shall not be used.

Work shall only be accomplished from the floors of the baskets and must not involve climbing on basket railings, ladders, or other elevating platforms.

OSHA defined Frequent and Periodic inspections will be performed in accordance with manufacturer’s recommendations. Copies of these inspection reports shall be kept on site. Belting off to an adjacent pole, structure or equipment while working from an aerial lift shall not be permitted.

INDUSTRIAL POWERED VEHICLES

1. Industrial powered vehicles (more commonly known as Powered Industrial Vehicles or PIVs) include vehicles such as forklifts, powered pallet jacks, manned rail or wire-guided equipment or other vehicles that allow operators to move large or heavy loads. The contractor shall ensure their employees or subcontractors have had appropriate and effective training for the operation of PIVs in compliance with OSHA standards. Contractors should implement a method, such as identification badges or vests that clearly identifies trained operators. Workers may not use UCHC owned or leased PIVs unless they are contractually indemnified to do so or have signed a separate indemnification authorizing them to do so.
2. Workers operating PIVs shall conduct and document daily pre-use equipment inspections to assure that it is in safe operating condition. The documentation shall include the vehicle inspected, day of inspection and specific safety items inspected. Vehicles with malfunctioning safety features shall be tagged out and labeled “DO NOT OPERATE” and removed from service until repairs are completed. Documentation shall be made available upon request.
3. Battery charging shall be performed in areas designated by UCHC where an eyewash station is readily available. Appropriate PPE will be used during all battery charging operations. Refueling shall be performed in areas with adequate ventilation. Workers shall not refuel vehicles while the engine is running.

TOOLS AND EQUIPMENT

1. In general, Contractors shall provide their tools, equipment and secure storage for valuable tools. Contractors may not use tools owned by UCHC unless authorized by the UCHC Project Representative
2. Contractors shall inspect and maintain tools in safe condition using them only for jobs in which they are intended per OSHA.
3. When using pneumatic tools, the contractor shall disconnect hoses from air supply when not in use.
4. Contractors shall ensure that precautions are taken to prevent tools, equipment, materials, debris, etc. from falling from elevations.

LASERS, RADIO FREQUENCY AND RADIATION PRODUCING DEVICES

Contractors using Class IIIB or IV lasers or radioactive devices shall license, register and use such devices in accordance with all applicable regulations. Contractors will be required to provide evidence of current licenses for workers and registrations throughout the project to the UCHC Project Representative. All work utilizing these types of devices must be coordinated with UCHC ORS.

POWER-ACTUATED TOOLS

1. Prior to using power-actuated tools, authorization and approval are required by the UCHC Project Representative. Contractors shall ensure powder-actuated tools are used only by trained and, if required, licensed personnel. Power-actuated tools shall not be left unattended or available to unauthorized persons. These tools may not be used in explosive or flammable atmospheres.
2. Explosive-actuated tools shall meet the American National Standard Institute "Safety Requirements for Explosive Actuated Fastening Tools" and all other regulatory and applicable agency standards. Workers may not use any tool that does not meet appropriate design standards.

SIGNS, SIGNALS AND BARRICADES

1. At the entrance to the construction site or locations the following signage must be posted: "Construction Area", "Restricted Area", "Hard Hats, Safety Glasses, and Work Boots Required".
2. When Lasers are being used "Laser in Use" Signs shall be posted.
3. Parking areas shall be conspicuously marked "Parking for Construction Only" or "No Parking".
4. Locations where construction is occurring within an active building, work areas shall be barricaded to restrict and eliminate potential access and exposures to the public.
5. Cones, Tape, Guardrails, etc. maybe used to delineate and secure work zones based on the potential exposure and traffic at the locations.

EXCAVATION AND TRENCHING

1. Prior to excavating or trenching, contractor shall be responsible for utility marking, signage and barricades, shoring, and following applicable confined space entry procedures.
2. The contractor shall mark "limits of proposed excavation" locations of underground utilities before digging and contact "Call Before You Dig (CBYD 800-922-4455 or www.cbyd.com) as required by law. This is necessary to prevent service interruption or hazards from damaged utility lines. The contractor is responsible for marking out all utilities that are not located by "Call Before You Dig". Hand digging is required near underground facilities such as electrical, gas, water or steam lines.
3. The contractor shall comply with the OSHA Excavation Standards and other regulatory requirements associated with the work. If the Contractor encounters any suspect material (i.e. discolored soil, pipe not on UCHC's excavation package drawings), the Contractor shall stop immediately and contact his UCHC Project Representative.
4. The contractor will place warning signage on all sides of a trench or excavation to prevent pedestrians from crossing the opening.

5. The contractor will provide a “competent person” as required by OSHA Excavation Standards to inspect the excavation area and protective systems. Excavations greater than 20 feet deep require excavation protection plans that are designed and executed under the supervision of a professional engineer licensed in the State of Connecticut. This would apply to sloping, use of trench shields (trench boxes) and shoring systems.
6. Contractor shall utilize the appropriate protective system (sloping, trench shields (trench boxes) or shoring per OSHA for all excavations five feet or greater in depth and/ or as site conditions require. Excavation and trench work at shallower depths may require protection when the workers’ chest height is less than the depth of the excavation or trench.
7. Ramps shall be constructed per OSHA by the competent person.
8. Contractors will backfill as soon as possible once the work has been completed. To the extent possible, contractors will backfill by the end of each workday to avoid the hazards of open excavations, particularly at night. For projects that cannot be back-filled by the end of the day, the contractor will adequately barricade the excavation and/or provide steel plate covers.

BLASTING

Blasting is not allowed on UCHC projects.

SCAFFOLDS

All scaffolding, staging, and work platforms must satisfy the applicable OSHA regulations and manufacturer’s erection requirements. The proper use of scaffolding requires that:

- Scaffold erection /dismantling shall be directed by the Contractor’s competent person and in accordance with the manufacturer’s specifications or the design and specifications of a licensed professional engineer; specifications shall be available on site.
- The scaffold shall be equipped with an inspection tag with daily notations by the competent person that the scaffold has been inspected and approved for use.
- All scaffold planking shall be free of imperfections (Class A scaffold lumber), shall completely cover the entire work area, and comply with all lapping and overhang requirements as defined by OSHA scaffolding requirements.
- Planks shall be free of holes, saw cuts, and other defects. The contractor will provide and install toe boards, screens, or other suitable guards around the perimeter of elevated work surfaces to prevent falling objects from striking personnel below.
- Scaffold platforms more than six feet above any working surface must be equipped with a top rail (42” height), mid rail (21” height), and a toe board (4” high) on all open sides and ends. If the manufacturer’s requirements are more stringent (i.e. mobile staging less than 45" wide), they shall supersede these minimum requirements.
- Scaffold erectors or dismantlers shall tag any incomplete scaffold assembly as “**Incomplete - Do Not Use**” or other similar form of posted warning.

SCAFFOLDING

The Contractor's designated Competent Person shall inspect all scaffolds prior to each work shift with written documentation provided to UCHC on a daily basis. Any contractor using scaffolding shall provide to UCHC the name of their Competent Person along with the content of the Competent Person's training program and proof of Scaffold User Training for all employees who may work on scaffolding.

All scaffold planking shall be free of knots and cracks and shall completely cover the work platform.

Only planking that has been inspected and color-coded GREEN on the ends is permissible for use in platform construction.

Un-inspected or damaged planking shall be color-coded RED on the ends and cannot be used for platform construction.

Planking made from nominal grade lumber is not allowed for scaffold platform use.

All scaffolds shall be constructed by a competent person and supervised by a qualified person designated by the Contractor.

Signage shall be posted while erecting scaffolding, removing scaffolding, and any other time the scaffold is out of service.

100% six foot Fall protection will be rigorously enforced during scaffold erection and dismantling.

An approved scaffold inspection and tagging system shall be implemented and maintained.

All scaffolds shall bear a tag, signed and dated by the contractor's competent person, denoting that the scaffold has been inspected and is safe to use prior to any employee utilizing that scaffold that day.

Maintenance of the scaffold system is by the Contractor that erected the scaffold.

Scaffold Tagging

The use of scaffold tags is mandatory. A competent person shall tag all scaffolds. No one shall work from a scaffold that does not have a tag on it.

Scaffold tagging procedures shall not be used as a substitute for the building of an incomplete scaffold. Scaffolds shall be built as completely as possible.

Scaffold Tags

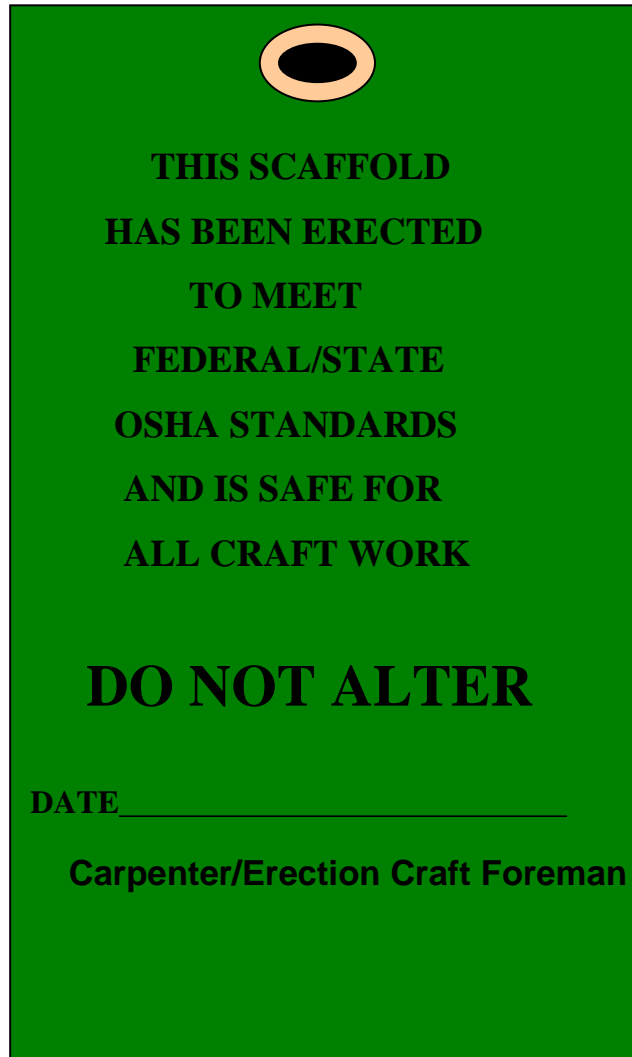
Green Tag - to be placed in scaffolds that comply with all Federal OSHA regulations (see **Exhibit A below**).

Yellow Tag - to be placed on scaffold that are structurally sound, but an accessory such as a handrail cannot be installed due to the location of the scaffold, or the nature of the work that is to be performed. Fall Protection is required on all yellow-tagged scaffolds. (See **Exhibit B below**).

Red Tag - to be placed on scaffolds that are being constructed or dismantled or scaffolds that are damaged and defective (see **Exhibit C below**).

Exhibit A

Green Scaffold Tag



**THIS SCAFFOLD
HAS BEEN ERECTED
TO MEET
FEDERAL/STATE
OSHA STANDARDS
AND IS SAFE FOR
ALL CRAFT WORK**

DO NOT ALTER

DATE _____

Carpenter/Erection Craft Foreman

Exhibit B

Yellow Scaffold Tag



**THIS SCAFFOLD DOES
NOT MEET**

**FEDERAL/STATE OSHA
SPECIFICATIONS**

**EMPLOYEES WORKING
FROM THIS SCAFFOLD
MUST WEAR AND USE
APPROVED
FALL PROTECTION**

DATE _____

Carpenter/Erection Craft Foreman

Red Scaffold Tag



STEEL AND PRECAST CONCRETE ERECTION

Erection Plan

A Site Specific erection plan will be prepared by the Steel Erection Contractor's Qualified Person and reviewed with the UCHC Project Safety Manager and Contractor prior to start of work.

Erection of structural members will not begin until the erection plan has been submitted and reviewed.

The Erection Contractor's Qualified Person shall approve all changes in the safety erection plan.

A copy of the erection plan shall be maintained at the project site showing all approved changes with a copy provided to UCHC.

The implementation of the erection plan shall be under the supervision of a competent person.

A safe means of access to the level being worked shall be maintained. Climbing and sliding on columns or diagonals, is not allowed.

Containers, buckets, bags, etc. shall be provided for storing or carrying bolts or rivets. When bolts, drift pins, or rivet heads are being removed, a means shall be provided to prevent incidental displacement.

Tools shall be secured in such a manner to prevent incidental falling.

100% six foot fall protection provisions such as lifeline attachments, dynamic fall restraints and other fall protection provisions shall be considered during shop drawing preparation, shall be incorporated in fabricated pieces, and shall have safety lines or devices attached prior to erection wherever possible.

For the protection of other crafts on the project, signs shall be posted in the erection area by the Erection Contractor reading, "Danger – Overhead Work" and "Only Ironworkers Allowed In This Area".

This will include shakeout areas, erection areas and the load travel path from the storage area to the erection area.

Only qualified personnel will be permitted to work as 'riggers'. Trade Contractor will submit names with qualifications to UCHC for review before any lifting activities are performed.

Correspondence must be on Company letterhead and signed by an officer of the Company.

Material shall not be hoisted to a structure unless it is ready to be put into place and secured.

When loads are being hoisted, all personnel are to be prevented from walking or working under the load.

No one shall be permitted to ride a lifting load under any circumstances.

When lifting loads, only one 'eye' is permitted on a lifting hook.

Shackles of appropriate size and grade must be used if two or more eyes of a sling are involved.

Chains are not permitted to be used for any lifting operation.

When setting structural steel, each piece shall be secured with not less than two bolts at each connection and drawn up 'wrench tight' before the load is released.

Bundles of metal decking or small material shall be so secured as to prevent their falling out from the rigging.

All metal decking will be secured in place as soon as practical but in no instance will decking remain unsecured at the end of the workday.

A tag line shall be used to control all loads.

Christmas treeing (multiple lifts) of more than three pieces is not allowed.

Crane Personnel Platforms will not be used for any purpose without the written approval of UCHC.

Pre-cast / Pre-stressed Concrete, Stone or Exterior Systems

The Erector will provide UCHC the following: A written erection plan prepared by a Company Officer or Professional Engineer indicating complete details of all phases of erection that shall include the following at minimum:

- Crane lift plans with load calculations based on the cranes to be used and various setup locations
- Written stabilization plans for all phases including the use of temporary guying and bracing for columns and wall panels
- Written documentation of temporary connection details for use until permanent connections are completed including capabilities of workers doing the installation, types of welds and/or adequacy of bolted connections
- Listing of competent persons, for fall protection, crane operation, and erection along with phone numbers for emergency contact
- 100 % six foot Fall protection plan in accordance with UCHC's Safety Plan including leading edge protection for during and after installation. Sequencing breaks and end of workday protective measures must also be detailed. Interior floor-hole protection shall be provided per OSHA requirements.
- Custody of guardrail cables following completion of precast erection. Erector to present a plan detailing how cables will be safely removed utilizing Personal Fall Arrest Systems or safety nets.
- Proof of training for all erection crew members.
- Delivery locations for trailers including adequate ground preparation and plans for unloading.
- Wind loading considerations including when operations will be suspended due to high winds.
- Any proposed filed modifications to the approved Erection Plan shall be approved by a Company Officer or the Professional Engineer of Record, added to the plan, which shall be available at the jobsite. A copy shall be submitted to and reviewed with UCHC prior to any change.

Adjustment of precast members, after initial placement, which requires the lifting of the members in any manner, shall not be made unless wire rope safety tiebacks are used or the members are attached to the crane load line.

Chains are not permitted to be used as slings.

Chain pulleys (chain-falls) are permitted with proof of required inspections and certification.

Fall Protection

All employees engaged in all erection activities including connecting, bolting-up, decking, welding or any other activity that exposes them to a fall of 6 feet or greater shall be provided with and use fall protection.

This protection shall be either a personal fall protection system consisting of a full-body harness, double shock absorbing lanyard, and anchorage OR a guardrail system OR a safety net system. Neither "Controlled Access Zones" nor "Safety-monitor systems" are permitted.

Metal Decking will not be considered a form of fall protection.

The exception contained within OSHA Standard 1926.501 (b) (12) allowing for a written fall protection program in lieu of other requirements is not acceptable for this project and is prohibited.

100% six foot fall protection requirements shall be rigorously enforced during steel/precast erection with any observed violation being cause for removal from the project.

These requirements apply to both steel & precast concrete erection.

Permanent Floors

Permanent floors shall be installed as soon as practical following the erection of structural members.

At no time shall there be more than four floors or 48 feet of unfinished bolting or welding above the foundation or uppermost-secured floor.

Temporary Flooring

The erection floor shall be solidly planked or decked over its entire surface except for access openings.

Planking shall be not less than 2 inches thick, full size undressed, and shall be laid tight and secured against movement.

Perimeter Protection

A guardrail system of two (2) 1/2-inch diameter wire rope cables shall be erected at approximately 42-inches from the finished floor deck and at the intermediate point immediately following the erection of beams and columns that are connected to provide adequate strength.

All sequence breaks will require a two-cable assembly.

Wire rope guardrails shall be flagged with high visibility tape at intervals of not more than 6 feet.

Perimeter cable guardrails systems, as specified above, will also be provided at all roof top elevations.

An engineered, horizontal lifeline, made from wire rope, will be installed at the perimeter of the building.

Columns shall be drilled to accommodate the lifeline at an appropriate height as designed by the engineer.

All connections will be 'loop connections' with appropriate hardware and will be made with a minimum of three (3) wire rope clamps.

Guardrail systems will not be used as a horizontal lifeline as part of the personal fall arrest system unless designed by a Registered Professional Engineer and installed under the supervision of the steel erector's competent person.

Additionally, at least three (3) wire rope clamps shall be specified and installed at all connections. Turnbuckles will be installed at suitable intervals to maintain tightness of all wire rope installations.

In no instance will there be less than one turnbuckle installed per perimeter side.

Electrical cords, welding leads and pneumatic hoses will not be suspended from guardrail systems.

Perimeter Protection is to remain in place for the protection of other trades and will be maintained by the Erector until it is no longer required.

Precast Leading Edge Protection

During the erection of precast decking, the Erector shall maintain a barricade system a minimum of one 'bay' back from the leading edge to insure other trades will not enter the erection area.

Also, a guardrail / cable system will be installed at the end of the shift for all leading edges / sequencing breaks.

Open Stairwell Protection

The stair erector whether steel or precast is responsible for providing a guardrail system as described above for all stairwell openings as well as for providing handrails for the stair system(s).

The stair erector shall install stairwells as soon as possible to facilitate safe access from floor to floor.

The tread pans of these stairwells shall be poured or temporarily filled to enable their safe usage as soon as possible.

Heat Stress Monitoring Plan

The climate combined with the requirements for protective equipment (PPE) may create heat stress for on-site workers. Because of the number of factors involved, all workers should be monitored for heat stress.

Monitoring requirements and work/rest schedules recommended for workers wearing permeable clothing such as cotton or synthetic work clothes should be followed in accordance with the current American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values for Heat Stress.

ACGIH recommendations for monitoring requirements and work/rest schedules recommended for workers wearing semi-permeable or impermeable ensembles can not be used. Instead, workers should be monitored when the temperature exceeds 70 degrees F. Monitoring should consist of measuring the heart rate, oral temperature and body water loss. The recommended physiological monitoring frequency for workers is contained in the Occupational Safety and Health Manual for Hazardous Waste Site Activities (NIOSH/OSHA/USCG/EPA) and will be followed.

Additional worker training will include identification of signs and symptoms of heat disorders (i.e., heat rash, heat cramps, heat exhaustion, and heat stroke).

The monitoring will be performed by a person with current first aid certification who is trained to recognize the symptoms of heat stress. In general, environmental monitoring shall be conducted as follows:

- The Contractor's Safety Manager will carefully observe the condition of all workers for the signs of heatstress which include dizziness, pale skin, extreme sweating, rapid shallow breathing and muscle cramps. In extreme cases, red-hot dry skin and convulsions may be observed indicating possible heat stroke

The following measures will be taken to reduce the chances of heat stress occurring:

- Monitor temperatures in work areas, including inside tanks where personnel are working.
- Increase rest periods in a cool shady area.
- Electrolyte replenishment fluids, such as Gatorade, should be consumed before starting work and during breaks. Quantity will be based on individual need. Water is not as effective as liquids specifically made for electrolyte replenishment.

Heat stroke is a serious medical emergency. Workers exhibiting symptoms of heat stress or heat stroke should receive first aid medical attention immediately. First aid for heat stroke includes the following:

- Keeping the victim level.
- Rapidly cooling the victim with cool water or rubbing alcohol.
- Obtain medical attention as necessary.

Cold Stress Monitoring Plan

Workers who are exposed to temperatures below -10 degrees F with wind speeds more than 5 MPH shall be medically certified by a Physician as suitable for such exposure. The contractor shall provide the appropriate clothing and warm shelter for the rest periods.

At air temperature of 36 degrees F or less, workers who become immersed in water or whose clothing becomes wet will immediately be provided a change of clothing and treated for hypothermia.

When manual dexterity is not required of a worker, he/she will be provided with, and wear, gloves at the following temperatures:

- Sedentary work, 60 degrees F
- Light work, 40 degrees F
- Moderate/heavy work, 20 degrees F

When fine work is required to be performed with bare hands for more than 10 to 20 minutes in an environment below 50 degrees F, provisions will be established for keeping the workers hands warm.

The following measures will be taken to reduce the likelihood of cold stress occurring

- Extremities, ears, toes, and nose shall be protected from extreme cold by protective clothing.
- Employees performing light work and whose clothing may become wet shall wear an outer layer of clothing which is impermeable to water.
- Outer garments must provide for ventilation to prevent wetting on inner clothing by sweat.
- If clothing is wet, the employee shall change into dry clothes before entering a cold environment.

Due to the added danger of cold injury due to evaporative cooling, workers handling evaporative liquids such as gasoline, alcohol or cleaning fluids, at air temperatures below 40 degrees F shall take precautions to avoid soaking clothing or contact with the skin.

Work/warm-up schedules included in the current ACGIH Cold Stress Limit Values shall be followed.

Worker training shall include the signs and symptoms of cold disorders (i.e., frostnip, trench foot, frostbite, blood vessel abnormalities and hypothermia).

Environmental monitoring shall be conducted at air temperatures below 45 degrees F the temperature shall be monitored.

Workers shall be excluded from work in cold weather conditions (30 degrees F or below) if they are suffering from diseases or taking medication which interferes with the normal body temperature regulations or reduces tolerance to work in cold environments.

IV. APPENDIX

CONTRACTOR RECEIPT ACKNOWLEDGEMENT FORM

CONTRACTOR EMERGENCY RESPONSE INFORMATION SHEET

POLICY NUMBER 2001-3 BACKGROUND AND FEDERAL SANCTIONS CHECKS

UCHC FIRE DEPARTMENT SOP #3.6 HOT WORK / BURN PERMITS

UConn Health Center Contractor Minimum Safety and Health Requirements

08/13/2012

The following constitute minimum Safety and Health Requirements (Requirements) for contractors and their subcontractors performing work for UConn Health Center. These Requirements encompass compliance with all applicable federal, state/provincial, local statutes, regulations, agreements, agency orders, permits, and contract documents. **Each Contractor shall ensure that any subcontractor it employs meets each of these Requirements** and each Contractor shall be responsible and liable for any failure by any of its subcontractors to do so. Contractors and their subcontractors shall be collectively referred to herein as "Contractor." Contractor will take any additional precautions necessary to prevent harm to personnel or damage to the environment, property, or University of Connecticut reputation.

Contractor and its employees shall comply at all times with and bear all costs associated with compliance with all federal, state and local statutes, ordinances, orders, rules and regulations (collectively, "Laws") concerning the Work, including (i) Laws pertaining to the protection of its workers, Subcontractors and the public from injury or damage, and (ii) all environmental and public health laws. If in UCHC's opinion the Work is not being performed in compliance with the Agreement, UCHC in addition to its other rights and remedies shall have the right to order any or all Work suspended until such time as all of the requirements of the Agreement are met and Contractor is directed to return to work. Fines resulting from conditions created by or under the control of Contractor or its Subcontractors shall be paid by Contractor even though such fines may be levied against UCHC. Moreover, Contractor shall, at its own cost and expense, apply for and obtain all permits and licenses required to perform the Work. Contractor shall make, keep and leave the premises as safe as the nature of the premises and the Work will permit. At the request of University of Connecticut, the Contractor shall provide any and all documents pursuant to and consistent with the requirements herein.

CONTRACTOR HEALTH AND SAFETY PROGRAM

- All Contractors shall have in place a comprehensive Health and Safety Program (herein referred to as "Safety Program") with a strong focus on compliance, leadership, behavior-based safety, and continuous performance improvement. Contractor shall use a safety system approach for its work, such as that defined by the National Safety Council's Nine Elements of a Safety System, in the implementation, execution, and management of its Safety Program.
- The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on the project;
- The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to its employees, sub-contracted employees and other persons who may be affected thereby;
- Where required, the Contractor shall meet with the UCHC's Project Manager, Project Engineer, or other Company representatives for a Pre-Project Safety Review to discuss contract safety issues in detail.
- Before each job, the Contractor shall plan the work with an eye for hazard recognition and develop a documented Pre Task Analysis
- The contractor shall designate a responsible member of its organization at the site whose duty shall be to comply with all applicable laws, regulations, and safety related rules. This person shall have an appropriate level of training, experience, and authority to recognize, anticipate and control

hazards, including stop work authority. The Contractor shall keep a record of who this person is at all times.

- One, full-time Contractor Safety Manager shall be assigned for contractor that has 25 or more employees (including subcontractor employees) working in the field. (For example, if the Contractor has 15 direct hire employees and 10 subcontractor employees it will have at least one CSM covering safety.) This person will be responsible for carrying out the duties as described in this document. The Contractor Safety Manager shall have no other duties other than safety (dedicated). Additional Contractor Safety Representative are required for each additional 50 worker thereafter. When a Contractor Safety Manager is not required because the worker count falls below 25 employees, at a minimum, the Contractor will be responsible for having a Contractor Safety Representative (CSR) assigned. In addition, UCHC reserves the right to require that Contractor to supply a CSM in the event that the Contractor demonstrates the inability to manage safety in accordance with requirements.
- The Contractor shall provide training to all of its employees and Subcontractors regarding the safety provisions of this contract.
- The Contractor shall immediately notify UCHC of any OSHA inspections, and maintain a log of all OSHA inspections and citations during UCHC work.

Participation on Safety Partnership Program(s)

The Contractor, as requested by UCHC, shall fully participate in any safety partnership agreements and/or leadership team meetings formed as part of the project including, but not limited to those with other Contractors, Sub-Contractors, Trade Labor Organizations, Unions, and/or OSHA. Such participation may include regularly scheduled meetings (i.e. monthly, quarterly) , briefings, and job site walkthrough inspections, training, workshops.

UCONN Minimum Health and Safety Requirements for all Contractors

- Safety minimum requirements for UConn Health Center Project are contained in the following document:
 1. Environmental, Health, and Safety (EHS) Policies, Regulations and Rules for Construction, Service, and Maintenance Contractors (August 13, 2012)
- All Contractors must comply with these minimum safety requirements.

Training and Awareness

- All Contractors are required to provide for training for all employees and Subcontractors and make sure they understand their training.
- If requested, the Contractor and its Subcontractors shall attend training provided by UCHC, such as, but not limited to, orientation training.

Risk Assessment and Safe Plan of Action

- A risk assessment (also referred to as a hazard assessment), Safe Plan of Action (SPA), and safety discussion appropriate for the level of reasonably foreseeable risk will be completed before new projects or non-routine work is started. These assessments and plans shall be documented.

- Risk Assessment and Safe Plan of Action for all non-routine operations, including project work, shall be completed and reviewed with all applicable staff before any work activity is started.
- Where appropriate, the Contractor shall complete Job Hazard Analyses (JHA) for its work.
- If requested by the Company, the Contractor shall implement a process for conducting or taking part in daily toolbox, task safety awareness meetings or other daily meetings prior to starting work. These meetings shall be documented. A discussion of all identifiable Safety issues, hazards, and procedures to complete the daily work (including SPA) shall be included in these meetings.
- Each Contractor shall generate a written safety plan for all significant non-routine, work which meets the requirements of EHS Policies, Regulations and Rules or hazards identified in the JHA

Equipment, Tools, Personal Protective Equipment (PPE), and Materials

- The Contractor shall ensure all proper equipment, tools, and PPE are used and perform any necessary inspections or maintenance on such equipment pursuant to laws, regulations, industry standards, and manufacturer's guidelines.
- The Contractor shall maintain and provide all Material Safety Data Sheets (MSDS) for products it brings and/or uses on site.

Incident Reporting and Investigation

- Incidents, Injuries, Near-Miss - Within 24 hours of an incident or injury, contractors shall report details of all such incidents to the UCHC Project Representative and UCHC Public Safety. The contractor will document an incident investigation on all injuries other than first aid cases as defined by OSHA Record Keeping Guidelines. The contractor will submit a copy of the incident investigation and corrective actions to the UCHC Project Representative within 48 hours of the incident.

Monthly Health and Safety Reporting

- Contractor shall complete a Monthly Contractor Report. Contractor shall submit the report, including data for its Subcontractors, for each month by the 3rd day of the following month to UCHC. This report must contain, at a minimum, the following information:
 - Hours worked, minor injuries, OSHA recordable cases, cases involving lost time and restricted duty and any associated lost time and restricted duty days, safety training conducted/completed, UCHC business-related mileage, job site observations conducted, close calls reported, and vehicle accidents/incidents or property damage cases. Information shall be separated by project if the contractor is engaged in multiple contracts with UCHC.

Contractor Leadership and Management

- The Contractor on-site and off-site personnel (e.g., operations manager, account manager) shall, as requested by UConn Health Center, attend any safety meetings, such as, but not limited to monthly and quarterly safety leadership team meetings.
- The Contractor's on-site manager / supervisors shall implement a Safety Observation Program and/or participate in UConn Health Center's Safety Observations Reports (SOR) program, as requested by UCHC, including any associated training that may be provided.
- The Contractor on-site managers / superintendents shall attend monthly safety leadership team meetings when requested by the UConn Health Center.

- The Contractor shall establish and maintain adequate Health and Safety resources to support their work scope on site.

Subcontractor Health and Safety Management

- The Contractor shall require Subcontractors to have and follow the same standards and rules that are required by the Contractor.
- All Contractor and Subcontractor, employees, including temporary employees, shall be trained and qualified by the Contractor.

Personnel

- Contractor staff must be deemed competent by their supervisors to perform their assigned work. Contractors shall have Competent Persons as defined by OSHA for required work (e.g., scaffold erection, excavations, etc.).
- Contractor shall remove and bar from UCHC sites any personnel whose conduct jeopardizes safety. UConn Health Center has the right to require the Contractor to bar and remove personnel from its work sites.

UConn Health Center observes Contractor work sites and can require Contractors to remove and bar from the UConn Health Center sites any personnel whose conduct (condition or action) jeopardizes the safety of any person, property or the environment or compliance with applicable regulations. In addition, Contractor will not permit any barred person to work at any other University of Connecticut site without prior approval.



Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

The following document is the AIA A133™-2009 as modified by the University of Connecticut. Modification date: March 27, 2015

AGREEMENT made as of the day of in the year

BETWEEN the Owner:
(Paragraph deleted)

and the Construction Manager:

(Paragraph deleted)
The Project is:

The Architect:

ADDITIONS AND DELETIONS:

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

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

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.

The
(Paragraphs deleted)
Owner and Construction Manager agree as follows.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment described in Section 2.2.6 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

§ 1.3.1 . For the Construction Phase, the General Conditions of the contract shall be the AIA® Document A201™-2007, General Conditions of the Contract for Construction as modified by the Owner for use with Construction Management at Risk Contracts, with a Modification Date of _____ (hereinafter referred to as "AIA A201™-2007, General Conditions, as amended"), which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, A201™-2007, as modified by the Owner, shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in AIA A201™-2007, General Conditions, as amended, shall mean the Construction Manager. Whenever AIA A201™-2007 or AIA Document AIA A201 is referenced

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hereafter in this Agreement, it shall mean the AIA A201™ -2007, General Conditions, as amended, as described above.

§ 1.3.2 The Construction Manager shall identify key staff to be assigned to the Project, as required pursuant to Division 1 of the Specifications of the Contract Documents, and list them in Exhibit C to be attached to the Agreement. Listed individuals shall be the same individuals identified in the Construction Manager's Proposal, as accepted by the Owner, and shall remain assigned for the duration of the Project unless the Owner approves of their removal and replacement in writing. The Owner shall have the right to direct that any of the Construction Manager's staff assigned to the Project be removed and replaced at any time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

§ 2.1.2.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.2.2 The Construction Manager shall review the Contract Documents including all existing plans and specifications, and the scope of the Work set forth therein, in accordance with good construction principles to determine constructability and that the Construction Manager has found the documents to be adequate for the construction of the Work as represented, create no unusual construction difficulties and are consistent with the Construction Manager's understanding of the Project. The Construction Manager represents that, based on such review, it has not observed any defect, error, or deficiency in the Contract Documents, or any inconsistency between such Contract Documents and any Applicable Law, or has informed the Owner and Architect thereof in writing. Furthermore, the Construction Manager shall review in the same manner all Construction Documents that are developed for the Project after the date of execution of this Contract and will make a similar representation to the Owner, subject to any specific defects, errors, inconsistencies or deficiencies, which are identified in writing to the Owner in a timely fashion. To the extent the Construction Manager's subsequent review discloses any incompleteness, inaccuracy, defect, error, deficiency, omission, inconsistency with Applicable Law, problems of constructability or quality or inconsistency with the Project Schedule, the Construction Manager shall immediately notify the Owner in writing, shall make recommendations regarding the resolution thereof, and shall coordinate closely with the Owner and Architect in the prompt and economical resolution of each such issue. Notwithstanding any provision of the Contract Documents to the contrary, the Construction Manager's design review responsibility will not make the Construction Manager a guarantor of the Architect's design or otherwise relieve the Architect of any responsibility or obligation it may have to the Owner under any separate agreement with Owner or under Applicable Law.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include

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proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect and take all steps necessary to ensure completion of the aspects of Work within its control within the time period required by the Contract Documents.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, or phased issuance of Drawings and Specifications to facilitate phased construction of the Work. The Construction Manager shall take into consideration such factors as economics, cost reductions, cost information, constructability, site logistics, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Not Used.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Construction budget, make recommendations for corrective action and modify such estimates to reflect the Owner's acceptance of any such recommendations.

§ 2.1.6 Subcontractors and Suppliers

§ 2.1.6.1 The Construction Manager shall seek to develop interest in the Project from subcontractors for each principal portion of the Work and from suppliers who are to furnish materials or equipment fabricated to a special design. The Construction Manager shall submit to the Owner a proposed process for pre-qualifying subcontractors, soliciting bids from subcontractors, and awarding subcontracts, on each of the elements of the Work, and implement that process upon approval by the Owner and in accordance with such modifications, conditions and procedures as the Owner may require. The Owner shall have the right to approve or disapprove the award of any proposed subcontract to any proposed subcontractor or supplier. Once subcontractors for each such element of the Work have been pre-qualified, the Construction Manager shall submit a list of those pre-qualified to the Architect and Owner. The Owner shall reply in writing to the Construction Manager indicating its approval or disapproval of those listed to submit bids. The receipt of such lists, shall not require the Owner or Architect to investigate the qualifications of any possible subcontractors or suppliers, nor shall it waive the right of the Owner to later approve or disapprove any possible subcontractor or supplier.

§ 2.1.6.2 The Construction Manager shall invite bids from and give notice of opportunities to bid on project elements to those subcontractors pre-qualified pursuant to the Construction Manager's approved process referred to above, to the extent such subcontractors have been approved by the Owner. Invitations to Bid shall be made and Notice of opportunities shall be given, by advertising, at least once, in one or more newspapers having general circulation in the State of Connecticut. Each bid shall be kept sealed until opened publicly at the time and place set forth in the notice soliciting such bid. The Construction Manager will analyze all bids and proposals to verify that the proposals are complete and that no unacceptable qualifications are made. When negotiations are complete, the Construction Manager will submit to the Owner a summary of terms and conditions prior to awarding any Subcontract. The Construction Manager shall, after consultation with and approval by the Owner, award any related contracts for Project elements to the responsible, qualified, approved subcontractor, who at award or notification thereof shall also be pre-qualified by the State Department of Administrative Services to the extent required by C.G.S. Section 4a-100, submitting the lowest bid in compliance with the bid requirements. The Construction Manager shall not be eligible to submit a bid for, or to perform with its own forces, any such project element.

§ 2.1.6.3 Any Subcontract must be in the form as provided by the Owner in accordance with Section 4b-96 of the

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Connecticut General Statutes. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner.

Within five days after the execution of an Amendment authorizing any construction work which includes masonry, electrical, mechanical other than HVAC, or HVAC work, or other subcontract work which the Owner has designated as applicable to the following requirements, or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Construction Manager shall present to each approved Subcontractor which will be performing such work:

1. A Subcontract in the form as described above.
2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Construction Manager to execute a Subcontract in the form hereinafter set forth, the Construction Manager shall propose another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Construction Manager shall provide the Owner with all documents showing (A) the Construction Manager's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Construction Manager shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 2.1.6.4 The Construction Manager shall be solely and fully responsible for the performance of each of the Subcontractors and shall indemnify and hold harmless the Owner from and against any and all additional costs and liability in excess of the Guaranteed Maximum Price incurred as a result of failure of any Subcontractor to perform in accordance with the applicable Subcontract or the performance of such Subcontract in a negligent manner. In no event will any cost or expense resulting in any manner from the negligence, fault, breach or failure of any Subcontractor to perform be a Cost of the Work as defined in this Agreement.

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

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity of the Drawings and Specifications discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment

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opportunity and affirmative action programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 The Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance when the Drawings and Specifications are sufficiently complete, as determined and received by the Owner, but not later than receipt by the Construction Manager of 90% of the subcontractor bids for the Project. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including Contingencies described in Section 2.2.2.1, and the Construction Manager's Fee. The General Conditions Costs (as defined in Section 6.1.1) included in the Construction Manager's estimate of the Cost of the Work shall be determined at the time of the Construction Manager's submission of the Guaranteed Maximum Price proposal but shall not exceed the General Conditions Costs set forth in Exhibit E Responsibility Matrix Construction Services attached to this Contract ("Exhibit E"), either as to the total General Conditions Costs or as per category of General Conditions Costs (i.e. Management, Administrative and Supervision Labor; General Requirements; Safety; and Miscellaneous), without the written consent of the Owner. The Guaranteed Maximum Price proposal shall be organized in the format approved by the Owner.

§ 2.2.1.1 Construction shall not begin prior to the determination of the Guaranteed Maximum Price, as described herein, except for the project elements of site preparation and demolition that have been previously put out to bid, awarded and authorized by an Amendment to this Contract. At its sole discretion, the Owner may direct the Construction Manager to proceed with the purchase of long lead time items prior to submission and approval of the Guaranteed Maximum Price to the extent it finds that such action is necessary to ensure completion of the Work within the time period required by the Contract Documents.

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

§ 2.2.2.1 The Guaranteed Maximum Price shall include a Construction Contingency dollar amount as a percent of the Cost of the Work to be negotiated and identified in the Guaranteed Maximum Price. The Construction Contingency will be applied to those Costs of the Work, which may arise during construction but which were not fully identified or defined as of the time of the establishment of the Guaranteed Maximum Price. The Construction Contingency shall not be used to pay for work that is properly reimbursable as a Change Order. In no event will the Construction Contingency be available to cover any cost arising as a result of the following:

1. Errors and Omissions of the Construction Manager or any of its Subcontractors;
2. Losses not covered by insurance, including insurance deductibles, self-insured retentions, resulting from the neglect, negligence, or intentional act or omission of the Construction Manager or any of its subcontractors;
3. Acceleration of the Project Work to meet the schedule submitted in accordance with Section 2.3.2.6 hereafter, including but not limited to overtime, premium time, additional manpower, additional shifts or other measure for expediting the work; and
4. To fund General Conditions Costs.

No expenditures from the Construction Contingency, buy-out savings, Allowances and other Line Item Holds shall be made without prior written approval of the Owner. The Construction Manager shall account to the Owner for the allocation of the Construction Contingency, Allowances and other Line Item Hold Backs monthly in a manner acceptable to the Owner.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal;
- .2 A list of all Allowance, buy-out savings and Line Item Hold Backs and a statement of their basis;
- .3 A list of allowances and a statement of their basis;

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- 4 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications;
- 5 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price;
- 6 All costs incurred for work performed or long lead time items purchased pursuant to Subparagraph 2.1.7 of this Agreement prior to acceptance of the Guaranteed Maximum Price and any estimated costs for any items for which subcontractor bids have not been received by the Construction Manager and which have not been approved by the Owner and documentation of the bases for same; and
- 7 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 8 Schedule in accordance with Section 3.10.1 of the AIA A201™–2007, General Conditions, as amended.

§ 2.2.4 If, when the subcontracts representing ninety percent (90%) of the total scheduled subcontract value as shown in the Guaranteed Maximum Price are approved and awarded to Subcontractors, the aggregate amount of such subcontracts is less than the aggregate scheduled value of the same as shown in the Guaranteed Maximum Price, then the Owner may require that seventy-five percent (75%) of the difference be returned by Change Order for the Owner's use, subject to the Construction Manager's consent which shall not be unreasonably withheld. The amounts of the Construction Manager's Fee, General Conditions, and Construction Contingency shall remain unchanged.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing within thirty (30) days of receipt and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

(Paragraph deleted)

§ 2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

§ 2.2.9 The Owner is a tax exempt institution. The Construction Manager shall be familiar with the current regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such regulation shall not be included as part of the Guaranteed Maximum Price. A sales tax certificate is available from the Owner upon written request.

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§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201™–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) issue a purchase order for materials or equipment required for the Work.

§ 2.3.2 Administration

§ 2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Pre-qualification of Subcontractors, solicitation of bids from Subcontractors, and awarding of subcontracts to Subcontractors is governed by and shall be in accordance with the provisions of Section 2.1.6. of this Agreement between Owner and Construction Manager. Construction Manager shall comply in all respects with the requirements of these provisions and the decisions and requirements of the Owner issued in accordance herewith.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager, (2) has been pre-qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions all in accordance with the provisions of Section 2.1.6., but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes to the Owner and Architect.

§ 2.3.2.6 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201™–2007, including the Owner's occupancy requirements.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, subcontractors and number of workers on site, Work accomplished, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other relevant information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the

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Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§2.3.2.9 The Construction Manager will provide administrative, management and related services as required to coordinate work of the trade contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, and the Architect to complete the Project in accordance with Owner's objectives for cost, time and quality and provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

§2.3.2.10 The Construction Manager will schedule and conduct preconstruction meetings, construction progress meetings, and pre-installation conferences to discuss such matters as procedures, progress, quality control, safety, scheduling and changes in the work and will prepare and promptly distribute minutes of meetings.

§2.3.2.11 The Construction Manager will consistent with the schedules developed pursuant to Section 2.3.2.6 of this Agreement and as otherwise required by the Contract Documents and utilizing the trade contractors input, update the Project Construction Schedules not less than once a month or more frequently if necessary to accurately monitor job conditions and progress of the Project incorporating the activities of each trade contractor on the Project. The Construction Manager will include a sufficient number of activity sequences and durations to clearly define the project status and list the total number of man hours for each trade duration, allocation of labor and materials processing of Shop Drawings, Product data and samples and delivery of products requiring long lead time procurement.

§2.3.2.12 The Construction Manager will provide regular monitoring of the approved Guaranteed Maximum Price, showing actual costs for activities in progress and estimates for uncompleted tasks.

§2.3.2.13 The Construction Manager will, consistent with the requirements of the schedule and budget, endeavor to prevent and eliminate the necessity or requirement for any changes to the work and to the extent such changes are nevertheless determined to be necessary or desired by the Owner, make recommendations to the Architect and the Owner, prepare proposed changes orders, review requests for changes, negotiate trade contractor's change proposals and if change orders are acceptable sign change orders prepared by the Architect and Owner.

§ 2.4 Professional Services Not Used.

§ 2.5 Hazardous Materials

Section 10.3 of A201™-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

§ 3.1.2 Not Used.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable Contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall exercise proper precautions relating to the safe performance of the

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Work. The Owner does not represent that the information contained there is complete, but only that it constitutes a disclosure of information known to the Owner at this time regarding such conditions. The Construction Manager shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt. The Construction Manager shall promptly advise the Owner in writing of any further tests, reports or recommendations by the Geotechnical Engineer or other consultants that it deems necessary.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

.1 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

.2 The services of other consultants when such services are reasonably required by the scope of the Project and are requested in writing by the Construction Manager. The Construction Manager and its Subcontractors shall visit the Project Site and become acquainted with all existing conditions and may conduct any tests, examinations or inspections including but not necessarily limited to any subsurface investigations it deems necessary or as required by law, at Construction Manager's sole expense, to satisfy themselves as to existing conditions on the sites, including subsurface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner's approval of any engineer or consultant engaged to perform such test, examination or inspection.

(Paragraph deleted)

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project and shall be referred to herein as the "Owner's Representative." The Owner's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201™-2007, the Architect does not have such authority. The term "Owner" means the Owner or the authorized Owner's Representative. All contact and communication with the Owner shall be through the Owner's Representative. The Owner also may retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. The Construction Manager will be advised in writing, as appropriate of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

§ 3.2.1 Legal Requirements In performing its obligations under this Agreement, the Construction Manager shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work or this Agreement.

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§ 3.3 Architect The Owner has retained the Architect to provide certain architectural services with respect to the Project in accordance with the Agreement between Owner and Architect, a copy of which will be furnished to the Construction Manager upon request for its information.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows and as reflected in Exhibit D attached hereto:

- .1 Lump sum amount of _____ (\$ _____) in accordance with the Construction Manager's Proposal dated _____
- .2 Reimbursables not to exceed _____ (\$ _____)

§ 4.1.2.1 The Owner shall consider the following limited items as a reimbursable under Preconstruction Phase Services:

- .1 Reproduction of Architectural Plans and Specifications;
- .2 Advertising; and
- .3 Overnight deliveries.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within _____ () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

(Paragraph deleted)

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly following presentation of the Construction Manager's invoice with appropriate supporting back-up documentation as deemed necessary by the Owner and, where applicable, shall be in proportion to services performed.

§ 4.2.2 Payments are due and payable

(Paragraphs deleted)

Forty-Five (45) days from the date the Construction Manager's finalized Application for Payment is received and accepted by the Owner and the Certificate for Payment has been issued, in accordance with the provisions of AIA A201™-2007, General Conditions, as amended, Article 9.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee determined as set forth in Sections 5.1.1 through 5.1.4.

(Paragraphs deleted)

§ 5.1.1 The Construction Manager's Fee shall be _____ (_____ %) of the Cost of the Work, including Construction Contingency, Allowances and Line Item Hold Backs when approved to be used for the Cost of the Work. The Construction Manager's Fee will include those items referenced in Exhibit E attached hereto to the Contract.

§ 5.1.2 Upon the Owner's acceptance of the Guaranteed Maximum Price, the Construction Manager's Fee shall be converted to a lump sum amount equivalent to the above stated percentage of the Cost of the Work, including Construction Contingency.

§ 5.1.3 No increase to the Construction Manager's agreed upon percentage Fee will be allowed.

§ 5.1.4 There will be no reduction to the Construction Manager's Fee as a result of approved change orders which reduce the scope of work or in the event the actual Cost of the Work is less than that set forth in the Guaranteed Maximum Price as approved by the Owner.

(Table deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guarantee Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the estimated Cost of the Work included in Guaranteed Maximum Price, the Construction Manager shall bear such excess costs without reimbursement or additional compensation from the Owner.

(Paragraphs deleted)

This Contract does not allow for any sharing of savings. All savings will go to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201™-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201™-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201™-2007 shall have the meanings assigned to them in AIA Document A201™-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201™-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 Not Used.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7, except where noted otherwise. The cost items set forth on Exhibit E attached hereto represent that part of the Cost of the Work which constitutes General Conditions costs (the "General Conditions Costs"). The total amount of Costs of the Work submitted for General Conditions Costs shall not exceed the total General Conditions Costs set forth in Exhibit E, nor shall the amount of any category of General Conditions Costs referred to in Section 2.2.1 exceed the amount for such category set forth in Exhibit E, without the written consent of

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the Owner. In no case shall the amount of Costs of Work submitted as General Conditions Costs, either in total cost or by category, exceed the total amount or amount by category authorized by the Owner in accordance with the Guaranteed Maximum Price Amendment.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform, to the extent permitted by applicable Connecticut law or statutes, the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. In no event shall the wages or salaries of the Construction Manager's supervisory and administrative personnel include individuals who are not assigned to the Project site on a full time basis without the prior written approval of the Owner.

§ 6.2.3 Not Used.

§ 6.2.4 Costs paid or incurred by the Construction Manager for contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries shall be included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Not Used.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and major tools (as defined in Section 7.2.2.4 of the AIA A201-2007, General Conditions, as amended) not customarily owned by construction workers that are provided by the subcontractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and major tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the subcontractor shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any subcontractor-owned item may not exceed the purchase price of any comparable item. Rates of subcontractor Manager-owned equipment and quantities of equipment rented shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 6.5.4 Costs of document reproductions, costs of telecommunications, facsimile transmissions, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office with prior approval of the Owner.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, subject to the Owner's prior approval.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. See Section 2.2.9.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201™-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights or other intellectual property rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by Section 3.17 of AIA Document A201™-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Not Used.

§ 6.6.9 Not Used.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201™-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

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§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201™-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Section 11.4;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Rental costs of machinery and equipment, except as specifically provided in Section 6.5.2.
- .6 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .7 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase;
- .10 Losses not covered by insurance, including deductibles;
- .11 All costs and billings for premiums, deductibles, self-insured retentions and audit charges earned and payable under the required insurance;
- .12 Direct compensation sought by the Contractor on account of any premium or other charge necessary to obtain and keep in effect any insurance or bonds in connection with the Project; and
- .13 Charges for any insurance premiums and costs for coverage in excess of the requirements of the AIA Document A201™ -2007 Article 11.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work and shall be credited on the next monthly pay requisition after receipt.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

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§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract and the Project. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Owner and the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below, in accordance with the provisions of Article 9 of the A201™-2007, General Conditions, as amended, and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Within forty-five (45) days of Owner Representative's receipt of a properly submitted, correct and accepted Application for Payment and the Architect's issuance of the Certificate for Payment, in accordance with provisions of Article 9 of the AIA A201™-2007, General Conditions, as amended, the Owner shall make payment to the Construction Manager

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Not Used.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, in accordance with Section 9.3.2 of AIA A201™-2007, General Conditions, as amended, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

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- same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Add that portion of the Guaranteed Maximum Price properly allocable to subcontractor's work.
 - .5 Subtract retainage of seven and one half percent (7.5%) from the total of the amounts determined under Section 7.1.7.1, 7.1.7.2 and 7.1.7.3. all portions of work reflected as performed for the pay period of the application.
 - .6 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the Owner shall retain two percent (2%) of the total contract price per month on the contract with the Contractor;
 - .7 Subtract the aggregate of previous payments made by the Owner;
 - .8 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .9 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, General Conditions, as amended.

- § 7.1.8 For every contract with the Owner for construction, alteration, or repair of any building or work:
- .1 the Construction Manager within thirty (30) days after payment to the Construction Manager by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Construction Manager and paid by the Owner.
 - .2 the Construction Manager shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Construction Manager which encompasses labor or materials furnished by such Subcontractor.
 - .3 Each payment requisition submitted by the Construction Manager shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending for construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to a contractor or a subcontractor.

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

§ 7.1.10 Not Used.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201™-2007 General Conditions, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment, which have been reviewed by the Owner;

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- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 all other requirements of AIA Document A201™-2007 General Conditions, as amended, have been met.

The Owner's final payment to the Construction Manager shall be made no later than forty-five (45) days after the issuance of the Architect's final Certificate for Payment, subject to the following:

§ 7.2.2 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Owner Representative withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of A201™-2007 or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

§ 7.2.3 At the Owner's option, the Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201™-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201™-2007.

§ 7.2.4 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201™-2007. A request for mediation shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this sixty (60) day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

ARTICLE 8 INSURANCE AND BONDS

(Table deleted)(Paragraphs deleted)

§ 8.1 For all phases of the Project, the Construction Manager shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201™-2007.

§ 8.2 Performance Bonds; Payment Bonds and Guaranty Bonds

§ 8.2.1 The Construction Manager shall furnish to the Owner Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et. seq. The Construction Manager shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder by both the Construction Manager and its Subcontractors. Each such Bond shall be in compliance with the form which has been adopted by the Owner as its required form of payment or performance bond and shall be provided by a Surety Company licensed to do business in the State of Connecticut and that is acceptable to the Owner; and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department

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Circular 570". The Surety Company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract or Subcontract Sum. The Payment and Performance Bond of the Construction Manager shall name as the "Obligee" the University of Connecticut. The Payment and Performance Bonds of the Subcontractors shall name both the Construction Manager and the University of Connecticut as "Obligees" with rights on the bond jointly and severally.

§ 8.2.2 The Construction Manager shall deliver the required bonds to the Owner with the Amendment intended to authorized the start of construction together with the Wage Certification Form, fully completed and executed before the commencement of any Work at the Project site.

§ 8.2.2.1 Each surety bond and surety contract between the construction manager and/or contractor named as a principal on the bond and the surety that issues the bond or between a subcontractor named as a principal on the bond and the surety that issues the bond shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut general statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract."

§ 8.2.3 If the Contractor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is an unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any controversy, claim or dispute between the parties arising out of, or relating to this Agreement or the breach thereof will be resolved in accordance with the procedures set forth in Article 15 of the AIA A201™-2007 General Conditions, as amended.

- .1 pending final resolution of any controversy, claim or dispute, including by mediation and arbitration, the Construction Manager shall proceed diligently with the performance of all Pre-construction Phase Services under this Agreement and the Owner shall continue to make payments in accordance with the Contract Documents.
- .2 pending final resolution of any controversy, claim or dispute, including mediation and arbitration, the Construction Manager shall proceed diligently with the performance of all Construction Phase Services under this Agreement and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 9.2

(Paragraphs deleted)
Not Used.

§ 9.3 Initial Decision Maker

The University Master Planner and Chief Architect for Planning Architectural & Engineering Services for the Owner and in the case of a project for the Owner of Connecticut Health Center ("UCHC"), its Associate Vice President for Facilities Development & Operations will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201™-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience

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and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201™–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment, the Contract may be terminated as provided in Article 14 of AIA Document A201™–2007.

§ 10.2.1 Not Used.

§ 10.2.2 Not Used..

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201™–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201™–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201™–2007.

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§ 11.2 Ownership and Use of Documents

Section 1.6 of A201™-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201™-2007 shall be governed by the law of the place where the Project is located.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their partners, agents, successors, assigns and legal representatives to the other party hereto and to partners, agents, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201™-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 In the event that any provision hereof, shall be deemed to be invalid or unenforceable in any context, such invalidity or unenforceability shall affect only the particular provision in the particular context and shall not have any effect upon the remaining provision hereof, or the application of the challenged provision in any other context.

§ 11.6 Liquidated Damages

§ 11.6.1 Time is of the essence to the Contract Documents and all obligations thereunder. The Construction Manager acknowledges and recognizes that (1) the Owner is entitled to full and beneficial occupancy and used of the completed Work immediately following expiration of the Contract Time and (2) the Owner has entered into, or will enter into binding agreements demising all or part of the premises where Work is to be completed based upon the Contractor achieving Substantial Completion of the Work within the Contract Time. The Construction Manager further acknowledges and agrees that if the Construction Manager fails to complete substantially, or cause the Substantial Completion of any portion of the Work, within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and Construction Manager agree as follows:

§ 11.6.1.1 If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$ _____, commencing upon the first day following the expiration of the Contract Time for Substantial Completion and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 11.6.1.2 The Owner may deduct liquidated damages described in Section 11.6.1.1 from any unpaid amounts then or thereafter due to the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the legal rate.

§ 11.7 The Construction Manager is hereby specifically cautioned that unless specifically authorized, in writing, by the Owner's Executive Vice President for Administration and Chief Financial Officer, on a case by case basis, the Construction Manager shall have no right to use, and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner:

- (a) in any advertising, publicity, promotion, nor;
- (b) to express or to imply any endorsement of Construction Manager's work product or services.

§ 11.8 Ethics and Compliance

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax

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860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this Contract, of this reporting mechanism.

§ 11.9 Joint Venture

§ 11.9.1 . If the Construction Manager is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Construction Manager encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The

(Paragraphs deleted)

Construction Manager agrees that it will provide Construction Management Services as set forth in this Agreement, the General Conditions referred to in Section 1.2 of this Agreement, and other documents, including, but not limited to, the following:

- The Owner's Request for Proposal dated _____
- Owner's Addendum #1 to Request for Proposal dated _____
- Construction Manager's Form of Proposal dated _____, as accepted by the Owner, including all Exhibits and Attachments within the Proposal, as modified, if applicable, attached hereto as Exhibit A
- Construction Manager's Staff Work Effort Analysis Matrix dated _____, attached hereto as Exhibit B
- Key Personnel list referenced in Section 1.3.2 and attached hereto as Exhibit C
- Responsibility Matrix Pre-Construction Form, attached hereto as Exhibit D
- Responsibility Matrix Construction Form referenced in Section 5.1.1 and 6.1.1, attached hereto as Exhibit E
- Personnel and Hourly Rates Form, attached hereto as Exhibit F
- Construction Manager's Conceptual Project Schedule dated _____, attached hereto as Exhibit G
- Insurance Certificate(s)

(Paragraph deleted)

All of the foregoing documents, including the General Conditions referred to in Article 1.3.1, are incorporated herein and attached hereto as part of this Contract as if fully set forth herein.

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____



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Document A201™ – 2007

General Conditions of the Contract for Construction

(Paragraph deleted)

The following document is the AIA Document A201-2007 as modified by the Owner for use with Contractor Construction Manager Contract.

Modification Date: March 27, 2015

for the following PROJECT:

THE OWNER:

and the Construction Manager (hereinafter "Contractor or Construction Manager"):

(Paragraphs deleted)

(Name and address)

THE ARCHITECT:

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Invitation to Proposers, Conditions and Requirements of the Proposal, as accepted by the Owner, the contract between Owner and Contractor (hereinafter the Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears in Article 12 of the AIA A133-2009. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Architect.

§ 1.1.1.1 Whenever the words, "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, "requirement", "order", "designation", or "prescription" of the Owner Representative is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean, "approved by", or "acceptable to", or "satisfactory to" the Owner Representative unless otherwise expressly state. The "Owner Representative" shall be as defined in the AIA A201 Section 2.1.1.1. The term "Contractor" as used in this A201™-2007, as modified by the Owner shall mean the Construction Manager as identified in the AIA A133-2009, as modified by the Owner, for this Project and Contract.

§ 1.1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is, "furnished and installed".

§ 1.1.1.3 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only, and neither limit or amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 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, whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 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.

§ 1.1.4.1 THE PROJECT MANUAL

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

§ 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 Contract to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Contract 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.

§ 1.2.1.1 In the event of any conflict between provisions of the AIA A133CMc Contract, the AIA A201-2007 General Conditions, as modified by the Owner and Division One of the Specifications, on the one hand, and provisions of the technical specifications and plans prepared by the Architect, on the other hand, the provisions of the former group of documents shall take precedence.

§ 1.2.1.2 Subject to the provisions of the foregoing Section 1.2.1.1, in the event of inconsistencies within or between parts of the Contract Documents or between the Contract documents and applicable standards, codes, and ordinances, the Contractor shall: 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement; either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.3 Before allowing the ordering of any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

§ 1.2.1.4 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for approval by the Architect before making the change.

§ 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.

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§ 1.2.4 In performing its obligations under this contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work, or the Contract.

§ 1.2.5 If any item, material, product or equipment is found to be specified in more than one Division Section or Article of the Specifications, the Contractor shall be responsible for determining which subcontractor or supplier shall provide the item.

§ 1.2.5.1 When applied to materials and equipment, the words "furnish", "install", and "provide" shall mean the following:

The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit for their intended use, as specified in Section 3.5 of the General Conditions.

The word "furnish" shall mean to secure, pay for, deliver to site, unload, uncrate and store materials.

The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Section 3.5 except those included under the definition of the word "furnish" above.

The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.2.5.2 The phrase "match existing" shall mean the following:

Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.

§ 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 Execution of the Contract by the Contractor and its subcontractors 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.

(Paragraph deleted)

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 For the purpose of this Contract only, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors. The Owner will retain all common law, statutory and other reserved rights, including copyrights unless the Contract between the Owner and Architect provides otherwise. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier 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. The Contractor, Subcontractors, Sub-subcontractors and material

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or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. 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' rights.

§ 1.6.2 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.

§ 1.7 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 Contract or the Contract Documents.

§ 1.8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

§ 1.8.1 Each and every provision of law and clause required by law 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, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Section 4.2.1, the Architect does not have any authority to act on behalf of the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.1.1 A staff member of the Owner shall be designated as the "Owner Representative". All contact and communication with the Owner shall be through the Owner Representative or his or her designee. The Owner on certain projects, may also retain the Services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. Should this occur, the Contractor will be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

§ 2.1.2 Not Used.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Not Used.

§ 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. See AIA A133 Section 3.1.4. The Contractor shall exercise proper precautions relating to the safe performance of the Work. The Owner does not represent that the information contained there is complete, but only that it constitutes a disclosure of information known to the Owner at this time regarding such conditions. Contractor shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt.

§ 2.2.3.1 Data concerning site, size, access to site, staging and storing, present obstructions on or near the site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained from sources Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk and expense.

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§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness.

§ 2.2.5 The Contractor shall purchase such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 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. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 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 seven -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, after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor, within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies, 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.

§ 2.5 EXTENT OF OWNER RIGHTS

§ 2.5.1 The rights stated in Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§ 2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Contract 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. The Contractor shall not replace the Contractor's Representative without the prior written consent of the Owner.

§ 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.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract

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Documents, which representations and warranties shall survive the execution and delivery of the Contract Documents and the final completion of the Work;

- (a) That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- (b) That it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- (c) That it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- (d) That its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporate action; and
- (e) That its duly authorized representative has visited the site of the Work, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

§ 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 and all Subcontractor tiers have visited the site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(Paragraph deleted)

§ 3.2.2 The Contractor and all Subcontractors shall visit the Project site and become acquainted with all existing conditions and conduct all tests, examinations or inspections including, but not necessarily limited to any subsurface investigations they deem necessary or as required by law, at their sole expense, to satisfy themselves as to existing conditions on the site, including sub-surface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner shall approve of any engineer or consultant engaged to perform such test, examination or inspection.

§ 3.2.3 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 and Owner Representative any errors, inconsistencies or omissions discovered or which should have been discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner Representative 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. After reporting to the Architect any error, inconsistency, or omission which the Contractor may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written response and or clarifications and, if required, Owner approval of Contract adjustments.

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

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§ 3.2.5 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 3.2.3 or 3.2.4, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.3 or 3.2.4, 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 unless the Contractor recognized, or should have recognized, such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner Representative immediately.

§ 3.2.6 No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably anticipated, prior to execution of the Contract by visiting the project site and observing existing conditions and/or comparing these to the Contract Documents at the time of shop drawings and/or submittals.

§ 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. The Contractor shall schedule and perform the Work so as not to interfere with any other related work being performed by the Owner in or about the Project site. 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 any damages, losses, costs and expenses resulting from the 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.

§ 3.3.4 The Contractor shall send its qualified representative to periodic progress meetings held at such time and at such place as Architect or the Owner shall designate in accordance with the Contract Documents.

§ 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.

§ 3.4.2.1 In connection with any requests for substitutions, the Contractor:

- .1 represents that the Contractor and Subcontractor or any applicable tier have personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

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- .2 represents that the Contractor and proposed manufacturer will provide the same or superior warranty coverage for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;
- .5 shall make requests for substitutions within fifteen (15) days after subcontractor contract award; and
- .6 shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner Representative associated with addressing the request for substitution.

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

§ 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language on or about the Work embraced in this Contract.

§ 3.4.3.2 The Contractor shall neither permit nor suffer lewd conduct on or about the Work embraced in this Contract.

§ 3.4.3.3 All buildings of the Owner are smoke free buildings. Additionally, the Contractor shall not permit outdoor smoking where it creates a hazard nor the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Work embraced in this Contract.

§ 3.4.3.4 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors, and of persons either directly or indirectly employed by him, as he is for the acts of persons directly employed by him.

§ 3.4.3.5 The Contractor shall familiarize himself and act in compliance with the current "President's Policy on Harassment" including its provisions prohibiting sexual harassment.

§ 3.4.3.6 The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the Owner's Executive Vice President for Administration and Chief Financial Officer or in the case of a UConn Health project, the Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of Contractor's work product or services.

§ 3.4.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility of determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and of notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 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, including substitutions not properly approved and authorized, 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.

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§ 3.6 TAXES

The Owner is a tax exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum, or any Application for Payment, or request for Change Order or other compensation. A Sales Tax Certificate is available from the Owner's Purchasing Department upon written request.

§ 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.

(Paragraph deleted)

§ 3.7.4 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required to be performed by Subcontractors of any tier, the Contractor shall ensure that any such Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 **Concealed or Unknown Conditions.** See Section 15.1.8.

§ 3.7.6 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 Guaranteed Maximum Price ("GMP") 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 except when installation is specified as part of the allowance in Division 1 of the Specifications; 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, except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

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

§ 3.9 SUPERINTENDENT AND PROJECT MANAGER

§ 3.9.1 The Contractor shall employ a competent full time superintendent(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name, qualifications and references of the proposed superintendent(s).

§ 3.9.3 The superintendent(s) shall be satisfactory to the Owner and the Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason the superintendent(s) is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a competent full time project manager(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The project manager shall be satisfactory to the Owner and the Contractor shall not replace the project manager without the prior written consent of the Owner. The project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.5 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name, qualifications and references of the proposed project manager.

§ 3.9.6 The project manager shall be satisfactory to the Owner and the Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. If for any reason the project manager is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not replace the project manager without the prior written consent of the Owner.

§ 3.9.7 Additional key personnel may be required for this project. The Contractor shall provide additional personnel as required to ensure proper project coordination.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within thirty (30) days of the approval of the GMP, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be in such format, and contain such information as the Owner may request or outlined in Division 1 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall, with the prior review and approval of the Owner and Architect, 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, within thirty (30) days of the approval of the GMP, shall prepare and submit a submittal schedule, promptly after being awarded the GMP and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for simultaneous review and approval by the Owner and Architect. The Owner and 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.

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§ 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, Bid Clarifications and/or 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.

§ 3.11.1.1 In addition, the Contractor shall indicate on the drawings, as best as possible, all new and existing pipe and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. The Contractor shall indicate on the drawing the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections. All changes shall be identified and circled on the Architect's and Engineer's drawings at the time they occur for each such field change.

§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such action will not be grounds for time extension to the Contract.

§ 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 and the Owner Representative in writing of such deviation at the time of submittal and (1) the Owner Representative has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or

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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.

§ 3.12.11 See Specifications for additional information on Shop Drawings.

§ 3.13 USE OF SITE

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

§ 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the premises where the Work is to be performed.

§ 3.13.3 The Work in this Contract should not interfere with normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner approved by the Owner Representative as a part of the Contract.

§ 3.13.4 The Contractor shall comply with the following procedures when working in occupied areas including classrooms, hallways, and office spaces:

§ 3.13.4.1 Notification: The Contractor shall notify the Owner Representative and the Building Safety Committee Representative two (2) days prior to commencing work in occupied office, classroom and other areas. This notification shall include detailed description of proposed work.

§ 3.13.4.2 Overhead Work: There shall be no overhead work, (e.g. demolition, HVAC ductwork, and/or electrical) performed directly over occupied spaces.

§ 3.13.5 The Contractor shall produce a site mobilization plan for the Owner Representative's review and approval before beginning operations on site. This document shall be updated and submitted monthly. No deviations will be allowed without the prior approval of the Owner.

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§ 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.

§ 3.14.3 Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members.

§ 3.14.4 See Specifications for additional information on Cutting and Patching.

§ 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 and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the Work but where such conditions resulted from the Contractor's operations 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. In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, 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 willful, wanton or 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 which would otherwise exist as to a party or person described in this Section 3.18. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to

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persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

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

§ 3.18.3 The Contractor further agrees to obtain, and maintain at its expense such general liability insurance coverage as will insure the provisions of this Section and other contractual indemnity obligations assumed by the Contractor in this Contract.

§ 3.18.4 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall further indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them, as set out above for any acts that are outside of the contract specifications, and without the supervision or direction of the Owner, its Architects and Engineers; additionally this same indemnification shall apply to the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

The Owner assumes no responsibility or liability from loss or damage to the Contractor's equipment, materials, or supplies.

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 Contract and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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 ARCHITECT'S 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 and with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect will advise and consult with the Owner in the performance of the Architect's performance of contract administration.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations, 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

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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 3.3.1.

§ 4.2.2.1 Where it is stated in the Contract Documents that the Contractor shall pay for or reimburse the Owner for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contribution and benefits.

§ 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 Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner Representative will have authority to require additional 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. The Architect shall advise and assist the Owner Representative in performing any of the functions set forth in this Section.

§ 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 Owner Representative or the Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4.

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§ 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. The undertaking of any inspections by the Architect is not to be construed as supervision of actual construction, nor to make the Architect responsible for providing a safe place for the performance of work by the Contractor of the Contractor's employees, or those of suppliers of subcontractors for access, visits, work, travel, or occupancy by any person.

§ 4.2.10 Not Used.

§ 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial 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 decisions of the Owner Representative, with the advice and consultation of the Architect, 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

Pre-Qualification of Subcontractors, solicitation of bids from Subcontractors, and awarding of subcontracts to Subcontractors is governed by and shall be in accordance with the provisions of Sections 2.1.6, 2.1.6.1 and 2.1.6.2 of the AIA A133 CMC Contract between Owner and Contractor. Contractor shall comply in all respects with the requirements of these provisions and the decisions and requirements of the Owner issued in accordance therewith. The Contractor shall submit the list of the Subcontractors along with their State of Connecticut registration number and FEIN or social security number if a FEIN number is not available, within fifteen (15) days of award of each individual subcontract along with a copy of their subcontract.

§ 5.2.2 The Contractor shall not be eligible to submit a bid for, or to perform with its own forces, any project element.

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§ 5.2.3 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through <http://www.ctdol.state.ct.us> or the Federal List of Excluded Parties Listing System available through <http://epls.amet.gov>

§ 5.2.4 After a Subcontractor has been awarded a Subcontract or has been selected for award of a Subcontract after the bidding and Owner approval process required by Sections 2.1.6, 2.1.6.1 and 2.1.6.2 of the AIA A133 CMc Contract between Owner and Contractor, Contractor shall not be permitted to substitute another Subcontractor for the performance of the current Subcontractor's designated trade work or project elements, except upon approval of the Owner in writing and for good cause. The term "good cause" includes but is not limited to a Subcontractor's: 1) death or physical disability, if the selected Subcontractor is an individual; 2) dissolution, if a corporation or partnership; 3) bankruptcy; 4) inability to furnish any performance and payment bond required by this Contract; 5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; 6) failure to inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration or repair projects; and 7) failure to perform its agreement to execute a Subcontractor pursuant to the requirements of this Contract.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 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.

§ 5.3.2 Any Subcontract must be in the form set forth in Section 4b-96 of the Connecticut General Statutes, as provided by the Owner. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form, as provided by the Owner.

Within five days after the execution of an Amendment authorizing any construction work which includes masonry, electrical, mechanical other than HVAC, or HVAC work, or other subcontract work which the Owner has designated as applicable to the following requirements, or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Construction Manager shall present to each approved Subcontractor which will be performing such work:

1. A Subcontract in the form as described above.
2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Construction Manager to execute a Subcontract in the form hereinafter set forth, the Construction Manager shall propose another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Construction Manager shall provide the Owner with all documents showing (A) the Construction Manager's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the

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prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Construction Manager shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 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. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

§ 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.

§ 5.5 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

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 Contract.

§ 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 when directed to do so. 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.

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§ 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. If any part of a Contractor's work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any other separate Contractor, or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of his work, without interference to any other contractor.

§ 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 Owner Representative 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 ; a Construction Change Directive may be issued without the agreement of the Contractor. All changes to the Work shall be approved by the Owner Representative. Except as permitted in Section 7.3, a change in the GMP or the Contract Time shall be accomplished only by Change Order to the GMP. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, , whether or not there is, in fact, any unjust enrichment , shall be the basis for any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for the Contract Documents.

§ 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 Owner or 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 GMP or subcontractors contract; and
- .3 The extent of the adjustment, if any, in the Contract Time.

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There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the Project Schedule in accordance with Section 8.3.

The signature of the Architect signifies that he has reviewed the change proposed, with accompanied breakdowns and subcontractors change proposals for appropriate quantities and unit costs and recommends the change. However, if the Contractor and the Owner Representative have signed the change order, the Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and the Contractor.

§ 7.2.2 CHANGE ORDER COST COMPONENTS

The contractor's proposal for a change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include the following itemized cost components, as appropriate:

§ 7.2.2.1 Engineered Equipment and Materials:

Engineered Equipment shall be defined as equipment specified by the contract from a single manufacturer. **Material** (bulk materials) shall be defined as permanent construction materials that become part of the completed installation. Engineered Equipment and Material costs shall be considered all-inclusive of the purchase cost of the equipment including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer quotes subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours for change orders shall be itemized indicating the estimated direct labor to be expended in the actual installation of equipment and materials that will become a permanent part of the finished project. The quantity of hours shall be based upon the contractor's estimate to complete the work based upon actual field conditions subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as cost of the direct labor estimated in the actual installation of equipment and materials that will become a permanent part of the finished project. Direct field labor may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor costs may include contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor subject to review and approval by the Owner's representative, with the advice of the Architect.

The contractor's direct labor rates as outlined above are to be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner.

If the project is subject to prevailing wage rates, no wage above the prevailing rate shall be allowed unless such rate is substantiated by documentation of actual wages paid in the proposed amount or subject to labor rates submitted and accepted by the Owner as part of the contract documents.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Subcontractor owned or rented equipment and major tools costs are allowed as part of the cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. Major tools shall be defined as non-hand held tools. Pricing rates for equipment and major tools shall be acceptable if agreed to by the Owner. In such cases, equipment costs shall be submitted for review and approval by the Owner, with the advice of the Architect. Changes that require specialized equipment not already on site shall have costs shown separately and shall include justification.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall include field (onsite) supervision (superintendent, general foremen, field engineers)

Field overhead (Indirects) are allowed as part of a cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. In such cases additional costs of supervision and directly attributable to the change based on supporting data additional shall be submitted for review and

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approval by the Owner, with the advice of the Architect. The hourly rate for such personnel shall be based upon rates submitted to and approved by the Owner with the advice of the Architect. Changes that require specialized personnel or additional staff shall have costs shown separately and shall include justification.

Field Facilities shall include the following classifications, as applicable:

1. Temporary offices (office furniture, copiers, computers, printers, other office equipment and supplies)
2. Temporary material storage (storage vans and containers, warehouse rental)
3. Utilities (electricity, phones, data lines, restroom facilities)

Field Facilities costs are not allowed as part of the costs of a Change Order except in the event that a change involving an adjustment in contract time is submitted and approved in accordance with Section 8.3 or for changes that do not impact the critical path, it is demonstrated to the Owners satisfaction that such incremental costs are valid and related to the change in work. In such cases, Field Facilities costs shall be submitted for review and approval by the Owner, with the advice of the Architect.

§ 7.2.2.6 As noted in Section 3.6, the Owner is a tax exempt institution. The tax on materials or supplies exempted by the current regulations of the Department of Revenue Services shall not be included as a cost component of any Change Order or Change Order request/proposal.

§ 7.2.2.7 Subcontractors:

Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the general contractor's contractual agreement with the owner. Include detailed Subcontractor cost proposals as backup to all subcontractor pricing.

§ 7.2.2.8 General and Administrative Overhead (Home Office) Costs and Profit (Overhead and Profit):

Overhead and Profit shall be applied as a percentage to the total cost of the change and shall include:

1. All home office expenses;
2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor's safety program;
3. Small tools, which are defined as construction tools with a value of up to \$500;
4. Consumable materials, which are normally used in the execution of the work and as may be further defined in the general conditions section of the specifications;
5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);
6. Indirect costs as related to support staff;
7. Commercial General, Automobile, Umbrella, Aircraft and Contractor's Pollution Liability Insurance as described in Section 11.1.2;
8. Parking;
9. Safety;
10. Commissioning Requirements;
11. Such other items as are commonly considered part of home office overhead;
12. Company vehicles, gas, mileage and travel time;
13. Union-related contributions, fees, expenses and costs;
14. Any training; and
15. Licenses.

§ 7.2.2.9 The determination of overhead and profit allowance for a subcontract change shall be based on the total direct cost of the work including material, labor, and equipment cost, as appropriate, utilizing the Subcontractor Combined Overhead and Profit Markup Table as follows:

§7.2.2.9.1

Construction Manager Fee/Subcontractor Combined Overhead and Profit Markup Table:	
Construction Manager fee on changes to the GMP only.	*
Subcontractor markup on self performed work.	10%

Subcontractor markup on first tier sub-subcontractor work.	5%
Sub-subcontractor markup on self performed work.	10%
Subcontractor markup on Sub-subcontractor subtier work	0%
Sub-subcontractor markup on subtier work.	0%

* Percentage fee as noted in Section 5.1.1 of the AIA A133.

§7.2.2.9.2 The percentage mark-ups in Section 7.2.2.9.1 shall apply to Allowances, Contingencies and Line Item Hold Backs within the GMP.

§ 7.2.2.10 Upon computing of the direct costs and applying the Section 7.2.2.9 mark ups to the direct costs on a compounded basis, the aggregate allowance for overhead and profit on any contract change shall not exceed fifteen percent (15%), not inclusive of Contractor's fee percent.

§ 7.2.2.11 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure (as defined in Section 8.2.3.2), shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period.

§ 7.2.2.12 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 confirmed by the Owner Representative. 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.

§ 7.2.2.13 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.2.2.14 Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond. Such Bond Costs will be adjusted as a final Change Order to the subcontractor and/or Construction Manager with no additional fee or mark-up.

§ 7.2.3 The Contractor shall submit cost proposals only on "Change Order Proposal Request Form" provided in Division 1 of the Specifications or on a form and in a format acceptable to the Owner. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontract proposals included in any work shall also be itemized.

§ 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor, Subcontractor or Subcontractor tiers overhead and profit mark-up.

§ 7.2.5 Agreement upon and execution of any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract Documents.

§ 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the work attributable to the change as stated in 7.3.7.1 through 7.3.7.6. No markup shall be allowed for premiums on bonds and insurance.

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§ 7.2.7 The Construction Manager is responsible for performing an estimate on every change order. The Contractor shall prepare and submit for every Change Order, an estimate of value detail for the change.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner Representative and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The signature of the Architect signifies that he has reviewed and recommends the Change. However, if the Owner Representative has signed the Change Directive, the Architect's signature is not necessary in order for the Change Directive to be valid.

§ 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 and/or Contract Time, 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;
- .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 method for adjustment in the Contract Sum and/or Contract Time shall be determined at the sole discretion of the Owner Representative, 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, a reasonable allowance for overhead and profit in accordance with Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Any increase to Contract time will be limited to only changes that have been demonstrated through a critical path analysis in conformance with Section 8.3 and Division 1 of the Contract Documents to extend the Project end date. Unless otherwise provided in the Contract Documents, costs of performing the Work attributable to the changes for the purposes of this Section 7.3.7 shall be limited to the following as defined in Section 7.2:

- .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 and any hand-held equipment, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds, permit fees, and sales, use or similar taxes related to the Work; and

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.5 Additional costs of field overhead personnel directly attributable to the change based on supporting data.

§ 7.3.8 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.3.9 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 confirmed by the Owner Representative. 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.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Owner Representative concerning the adjustments in the GMP, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to the approval of the Owner Representative, will have 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. The Contractor shall carry out such written orders promptly.

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 Contract.

§ 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 Contract 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.

§ 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of AIA Document A201 or as requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime, and/or additional labor, if necessary. In no event shall any progress report or recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.2.3.2 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved construction schedule for reasons within the responsibility of the Contractor, the Owner shall have the right to order the contractor to take any and all corrective measures necessary to expedite the progress of construction, including, without limitation; (1) working additional shifts or overtime, (2) supplying additional manpower, equipment and facilities and, (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Construction Manager's compliance with the construction schedule.

§ 8.2.3.3 The Contractor shall not be entitled to an adjustment in the GMP in connection with Extraordinary Measures required by the Owner, if the Owner determines that the conditions creating the need for such Extraordinary Measures were within the responsibility of the Construction Manager.

§ 8.2.3.4 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Construction Manager's performance of the Work will comply with any approved construction schedule or completion date established in accordance with the Contract Documents.

§ 8.2.4 The Contractor and the Owner agree that the times specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Owner which, in the opinion of the Owner Representative, can be performed concurrently with the original work specified and therefore, does not warrant the granting of an extension of 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 other causes that the Owner determines may justify delay, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated through a Critical Path Analysis in conformance with Division 1 of the Contract Documents and accepted by the Owner Representative.

§ 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 Contract 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

§ 9.2.1 Where the Contract is based on a stipulated sum or GMP, 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 Owner Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.1.1 Draft submission of the Schedule of Values shall be made and accepted prior to the execution of the Amendment finalizing the GMP.

§ 9.2.1.2 The final Schedule of Values shall be submitted (typewritten) on an AIA Document G702 form and should be broken down into a minimum of sixteen (16) divisions based on the Construction Specifications Institute (CSI) Guidelines and subdivided further by Materials and Labor.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Each month the Contractor shall submit to the Owner Representative a Draft Application for Payment in the form of an AIA Document G702 Application and Certification for Payment, supported by AIA Document G703 Continuation Sheet. A copy of the Draft Application for Payment will be forwarded to the Architect by the Owner Representative.

The Owner Representative and the Architect will, within 10 days after receipt of the Contractor's Draft Application for Payment, notify the Contractor in writing of all necessary revisions.

The Contractor shall make all revisions to the Application for Payment as required by the Owner Representative.

The Contractor shall then submit to the Owner Representative an application for Payment in the form of a notarized AIA Document G702 Application for Payment, supported by AIA Document G703 Continuation Sheet free of any handwritten marks, notes, annotation etc. and an Affidavit of Payment and Release of Claims form (either partial release or final release as appropriate) in a form as provided by the Owner.

By this submission the Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

§ 9.3.1.1 Each payment requisition submitted by the Construction Manager shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending for construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to a contractor or a subcontractor.

§ 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.

§ 9.3.1.3 Such Application for Payment shall include a deduction of seven and one half (7.5%) percent of the estimated amount of the application to be retained by the Owner until the completion of the entire Contract in an acceptable manner. The Contractor shall be prohibited from withholding more than seven and one half (7.5%) percent retainage from any payment which is otherwise due to any Subcontractor.

§ 9.3.1.3.1 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the Owner shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.

§ 9.3.1.4 Whenever the Owner has designated a separate section for a class of work the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in

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accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work.

§ 9.3.2 Unless otherwise specifically approved, the Owner will pay only for material and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be similarly made for material and equipment suitably stored on site or off site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payment for stored material either on site or off site will require Owner's prior approval. Approval will be dependent upon demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relationship to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material during storage, transfer of ownership of the material to the Owner and indemnify the Owner from any delay, cost associated with or resulting from, the loss or damage of such material during such storage. Payment for such material will be paid for at 80% of invoice verified cost. No stored payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to insure such items are part of the work identified in this Contract.

§ 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.

§ 9.3.4 If payment for stored products is approved, Contractor shall furnish with Application for Payment a vendor invoice establishing value of material and equipment stored along with a statement of amount to be paid to vendor.

§ 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.

§ 9.3.4.2 Contractor shall give Owner Certificates of Insurance in accordance with Contract Documents for the full value of the items stored. Insurance to be maintained until items are incorporated in 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.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect following consultation with the Owner Representative 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 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. The Architect following consultation with the Owner Representative 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 after prior notice, defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless full bond coverage, insurance or security acceptable to the Owner is provided by or demonstrated by the Contractor, or unless the Contractor demonstrates to the Owner that the claims do not have a reasonable basis in fact;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment in accordance with the provisions of this Contract;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 injury to persons or damage to the Work or property of the Owner, other Contractors, or others caused by the act of neglect of the Contractor or any of his Subcontractors;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay unless the Contractor demonstrates to the satisfaction of the Owner that it or others for whom it is responsible are not responsible for such delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit Construction Schedules as outlined in Division 1 of the Specifications in the time prescribed;
- .9 failure to submit all documents necessary for compliance with CHRO requirements;
- .10 failure to submit all copies of all certified payrolls;
- .11 failure to provide copies of subcontractors contracts per statute; or
- .12 failure to submit any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so 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.

§ 9.5.4 The Owner shall have the right to apply any such amounts so withheld in such manner, as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such amounts shall be payments to the Contractor.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, or shall so notify the Contractor of the Owner's intent to withhold payment to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions of its Subcontractors due to the causes set forth in Section 9.5.1.

§ 9.6.2 For every Contract with the Owner for the construction, alteration or repair of any building or work;

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- .1 The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner;
- .2 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within thirty (30) days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

§ 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 (7) 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 Pursuant to Connecticut General Statutes Sections 10a-109a through 10a-109y:

- .1 No payments shall be made by the Owner on account of this Contract for this project until the bills or estimates presented for such payments shall have been duly certified to be correct by the Owner;
- .2 The obligations of the Owner or the State of Connecticut to make payments to the Contractor for services, labor, or materials provided on this project are limited to those amounts set forth in the Contract Documents and any agreed upon changes or amendments thereto. Neither the Owner nor the State of Connecticut shall or may be liable to make payments in excess of such amount.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) 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 (7) additional days' written notice to the Owner and Architect be entitled to the applicable statutory interest.. Said provision does not apply where the Owner has submitted to the Contractor its intention to withhold payment in accordance with Section 9.6.1 or where the Architect has submitted to the Contractor its intention to withhold certification in accordance with Section 9.5.1.

§ 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 without impact or interruptions 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

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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. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner Representative. Upon such acceptance and written consent of Contractor's surety, if any, and a written statement from CHRO releasing the Owner from any obligation to withhold amounts retained under Section 9.3.1.3.1, the Owner shall make payment of retainage applying to such Work or designated portion thereof. At the sole discretion of the Owner, reductions in retainage may be allowed before the Contractor reaches Substantial Completion. Such reductions shall not be allowed without written consent from the Contractor's surety. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Certifications. The Contractor at completion of construction shall provide to the Owner a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "This is to CERTIFY that in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the Owner. Minor deviations and special stipulations are noted below (if any)".

§ 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 thirty 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, (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, (6) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 9.8.5, (7) copies of all certified payrolls, (8) certifies that all material installed does not contain asbestos, (9) the Certificate of Substantial Compliance referenced in Section 9.8.6, and (10) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. 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 claim. If such claim remains unsatisfied after payments are made to the Contractor, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such claim, 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, the written approval of the Owner Representative 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

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§ 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.

§ 9.11 LIQUIDATED DAMAGES

§9.11.1 Time is of the essence to the Contract Documents and all obligations thereunder. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work immediately following expiration of the Contract Time. The Contractor further acknowledges and agrees that if the Construction Manager fails to achieve Substantial Completion, or to cause any delay to the Substantial Completion of any portion of the Work, within the Contract Time, as may be extended by the Owner, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and Construction Manager agree as follows:

- .1 if the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum as agreed to in Section 11.6 of the AIA A133 CMc Contract between Owner and Construction Manager, commencing upon the first day following the expiration of the Contract Time for Substantial Completion and continuing until the actual Date of Substantial Completion. Such liquidated

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- damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work;
- .2 the Owner may deduct liquidated damages described in Section 11.6 from any unpaid amounts then or thereafter due to the Construction Manager under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the legal rate;
 - .3 the Owner shall be entitled to recover as actual damages the Owner's costs, expenses, and damages it incurs in connection with the completion of the Work in the event that the Contractor fails to complete the Work, and/or the Contractor's Surety fails to perform the Work pursuant to any Performance Bond. The Owner shall be entitled to recover as actual damages any payments it makes to any subcontractor or materials supplier that the Contractor's Surety fails to pay pursuant to any Payment Bond.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Prior to and as a condition of mobilization on site, the Contractor shall submit a Safety Plan to Owner. To the extent the Owner provides safety manuals or other information, any such manuals and information shall be deemed minimum requirements for the Contractor's fulfillment of its safety obligations. Safety fines may be assessed based on Owner's safety plan and or Occupational Safety and Health Administration ("OSHA").

§10.1.1.1 In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.

§10.1.1.2 The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Contractor's work. The Contractor shall coordinate and cooperate with the Owner for such activities.

§ 10.1.2 **Contractors Safety Program:** The Contractor hereby acknowledges that the job site safety will be of utmost importance. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: (1) those set forth in the most current provisions of the Owner's Contractor Environmental Health and Safety Manual, which is incorporated by reference as a Contract Document; (2) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (3) the furnishing and maintaining of necessary traffic control barricades and flagman services; (4) the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; (5) and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its own safety and anti-substance abuse precautions and programs in connection with the Work and if requested by the Owner submit the same to the Owner or its designee for review. The Owner may but shall not be obligated to make suggestions and recommendations to the Contractor with respect thereto.

- .1 **Compliance of Work, Equipment and Procedures with all Laws:** All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupations Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSHA Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto, including

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without limitation the O. In the event of conflicting provisions the more stringent shall govern. The Owner reserves the right to assess fines and penalties to the Contractor for violations of the Owner's Contractor Environmental Health and Safety Manual as may be more specifically referred to in the Manual and may deduct such fines and penalties from any payments due the Contractor under the Contract.

- .2 **Contractors Designation of Safety Program Administrator:** The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full time position dedicated to this Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's Representative in the performance of its duties as described above and the names of such representative shall be given to the Owner.
- .3 **Suspension of Contractor's Work:** If in the opinion of the Owner or its designee the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof the Owner or its designee shall have the right but not the obligation to suspend Work in the unsafe area. Contractor shall be liable for all costs incurred of any nature (including without limitation overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension.
- .4 **Right of Owner to have Contractor Send Worker Home:** The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right but not the obligation to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies. Contractor shall promptly comply with such orders from the Owner and shall be liable for any and all costs of whatsoever nature, including attorney's fees paid or incurred by the Owner.

§ 10.1.3 Protection of Work and Property; Responsibility for Loss: The Contractor shall, throughout its performance of the Work, maintain adequate and continuous protection of all property of the Owner and third parties and of the Work and temporary facilities against loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

§ 10.1.4 Emergencies: In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage injury or loss or to remedy said violation whichever is applicable, failing which the Owner or its Designee may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend indemnify and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.1.8. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this 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;

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- .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.

The Contractor shall provide and pay for whatever security measures the Contractor deems necessary to protect the Contractor's work until acceptance by the Owner through issuance of a Certificate of Substantial Completion.

§ 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 At a minimum, 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. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.

§ 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, at a minimum, shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods..

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 and indemnify and save the Owner harmless for all damage or injury to referenced persons and property 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 in whole or in part 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.

- .1 The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as directed by the Owner Representative. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.

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

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

(Paragraphs deleted)

§ 10.2.8 All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.

§ 10.2.9 All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc. shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.

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§ 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.

§ 10.3.1.1 Upon request, the Owner, through the Office of Environmental Health and Safety, will provide the Contractor with a written copy of the Hazard Communication Program and chemical inventory for work areas in which they will be working. The Owner, upon request, will make available to the Contractor an opportunity to review the Material Safety Data Sheets ("MSDS") on file for areas where hazardous chemicals are used and stored for work areas they will be working in.

§ 10.3.1.2 Per OSHA's Hazard Communication Standard, Contractors are expected to inform and provide the Owner any MSDSs of materials to be used in their work at the Owner. Contractors shall provide a chemical inventory and information on the location of chemical use and storage. The Contractor shall be responsible for the removal of all unused portions of chemicals and their waste products from the Project Site. A copy of the Hazard Communication Policy is available for review by the Contractor or prospective Proposers of the Contract at the Office of Capital Project & Contract Administration or at:

<http://www.ehs.uconn.edu/Occupational/occuhazard.php>

or <http://ors.uchc.edu>

§ 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. Upon written request, 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 which may have occurred, but must be demonstrated as impacting the critical path of the schedule.

§ 10.3.3 NOT USED.

§ 10.3.4 In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fills or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic. In the event it is determined materials that are hazardous, toxic or comprised of items that are hazardous or toxic have been used as fills or incorporated into the Work, the Contractor, at its sole expense, shall be responsible for immediate removal, proper disposal, and replacement of materials of the Work and surrounding areas so affected.

§ 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 Contractor shall verify that all material/equipment installed in any portion of the Work shall be asbestos free. The Owner may perform sampling to verify all suspect material/equipment is asbestos free. If any

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material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense. Contractor shall visually and in writing provide to Owner or its representative proof that products or equipment to be used are non-asbestos containing, asbestos free, do not contain asbestos, or similar via manufacture statement on product itself or accompanying information.

10.3.6.1 For purposes of this requirement, materials include, but are not limited to, the following:

.1 Surfacing Treatments

Fireproofing Acoustical Plaster
Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications

.2 Thermal System Insulation

Equipment Insulation
Boiler, Breeching, Boiler Rope, Duct or Tank Insulation, Cement or Mortar used for boilers and refractory brick
Piping and fitting insulations including but not limited to Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation

.3 Roofing and Siding Miscellaneous Materials

Insulation Board Vapor Barriers
Coatings Felts
Flashing Shingles
Cementitious Board (Transite) Galbestos
Non-Metallic or Non-Wood roof Decking

.4 Other Miscellaneous Materials

Cove Base Floor Leveling Compound
Ceiling Tile Vermiculite Insulation
Vibration Isolators Laboratory Tables and Hoods

§ 10.3.7 Most buildings at the Owner have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract.

§ 10.3.8 Every effort has been made to identify ACM; however, there may be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.

§ 10.3.9 The Contractor shall make every attempt to accomplish work in such a manner as to not disturb ACM or suspected ACM. If the Work cannot be accomplished without disturbing ACM or suspected ACM, or if ACM abatement is specifically incorporated as part of this contract, the Contractor must have the applicable training, licenses, or any other qualifications necessary to perform such work safely and in accordance with Federal, State and Local regulations.

§ 10.3.10 The Contractor shall bring to the immediate attention of the Owner Representative the location of suspected ACM that will be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.

§ 10.3.11 Asbestos surveys for most buildings of the Owner which are part of this Contract are available for Contractor's review in the Architectural and Engineering Services building or for UCHC projects at the Facilities Development & Operations office.

§10.3.12 Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Contractor shall conduct demolition and removal work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be

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classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c)-11; and 22a-449(c)-100 through 110.

§ 10.3.13 Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.

§ 10.3.14 If this is a renovation project, testing for lead-based paint has been conducted at selected facilities of the Owner. Results of LBP testing are for information purposes only. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

§ 10.3.15 Except for UCHC projects, lead based paint testing results are available at the Architectural and Engineering Services building. Contractors proposing on this project are requested to visit this office and review lead testing documents.

§ 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.

10.5 LOCKOUT/TAGOUT PROCEDURES REQUIRED BY OSHA

§ 10.5.1 OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tag out of machines or equipment. The purpose is to prevent injuries by ensuring that hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or maintenance activities, which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

§ 10.5.2 The Owner has a written Lockout/Tag out Policy, as required under 29 CFR 1910.147. The policy is available for review by the Contractor or prospective Proposers of this Contract upon request.

§ 10.5.3 Prior to commencing any work under this Contract that will or may involve exposure to potentially hazardous energy; the Contractor shall notify the Owner Representative of the lockout/tag out procedures to be used. Lockout/tag out procedures shall be exchanged between the Contractor and the Owner Representative at the Pre-Construction Conference.

§ 10.5.4 All work carried out under this Contract that will or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits).

10.6 SOLVENT BASED PRODUCTS

§ 10.6.1 The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. The use of solvent-based products in non-occupied areas shall be carried out using adequate ventilation that prevents migration of vapors into occupied areas. If solvent-based products are to be used in occupied areas, then work shall only be accomplished on nights or weekends and with prior approval with the Owner Representative; continuous ventilation should be provided as required to mitigate odors on building occupants using adequate ventilation. The Contractor's representative shall notify the Owner Representative, the Department of Environmental Health and Safety and the Building Safety Committee Representative two (2) days prior to the intended date of such work.

10.7 CONFINED SPACE ENTRY

§ 10.7.1 Certain areas at the Owner such as manholes, tanks, vessels, trenches, ducts, etc. meet the OSHA definition of a confined space (pursuant to 29 CFR 1910.146) in that they: 1) are large enough and so configured that an employee can bodily enter and perform assigned work; 2) have limited or restricted means for entry or exit; and 3) are not designated for continuous employee occupancy.

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§ 10.7.2 According to this OSHA regulation, employers are required to implement a confined space entry permit program if its employees will enter confined spaces which have one or more of the following characteristics: 1) contain or have the potential to contain a hazardous atmosphere, 2) contain a material that has the potential for engulfing and entrant, 3) have an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contain any other recognized safety or health hazard. Such a space is considered to be a permit-required confined space.

§ 10.7.3 The Owner has a written confined space entry policy, which implements a permit program. The policy is available for review by the Contractor or prospective Proposers of this Contract at the Architectural and Engineering Services building.

§ 10.7.4 Prior to commencing work that may require entry into a confined space; the Contractor shall consult with the Owner Representative and the Environmental Health and Safety Department to become apprised of the locations, the nature of the hazards, and safe entry procedures of known permit-required confined spaces.

§ 10.7.5 The contractor shall coordinate entry operations with the Owner through the Owner Representative when both Owner and Contractor personnel will be working in or near permit spaces.

§ 10.7.6 Any work carried out under this Contract that will require entry into a confined space shall be carried out in accordance with all applicable Federal, State, and Local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit required confined spaces), 1926.21(b) (6) (Safety Training and Education – Employer responsibility (confined spaces)), 1926.352(g) (Fire prevention in enclosed spaces) and 1926.353(b) (Welding, cutting and heating in confined spaces).

10.8 EXCAVATION AND TRENCHING

§ 10.8.1 The Owner has a written Excavation and Trenching Policy, which can be found in the Owner's Contractor Environmental Health and Safety Manual.

§ 10.8.2 Any work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulation 29 CFR 1926 Subpart P (Excavations).

§ 10.8.3 At a minimum, the Contractor shall comply with established Owner's Contractor Environmental Health and Safety Manual, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confine Space Entry; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Owner Controlled Insurance Program. The Owner, acting through the UConn Health ("UCH"), has elected to implement an Owner Controlled Insurance Program ("OCIP") for the Project. The Contractor shall comply, and cause its Subcontractors and Suppliers to comply, with the insurance requirements and terms and conditions set forth in the Owners Controlled Insurance Program (OCIP) Administration Manual dated 12/2012 (the "OCIP Manual"), which OCIP Manual is incorporated herein and is included in the Contract Documents. In the event of a conflict or inconsistency between the OCIP Manual and the terms of this Section 11.1, the terms of this Section 11.1 shall govern.

§ 11.1.1 Generally. UCH will procure and maintain during the period specified in Section 11.1.4.7, and for extension periods for Completed Operations coverage, at its own expense, Workers' Compensation, Employer's Liability, Commercial General Liability, Contractor's Pollution Liability, Umbrella/Excess Liability, and Builder's Risk described in Section 11.1.6 for the benefit of Enrolled Parties (as defined hereinafter).

§ 11.1.2 Enrolled Parties. The Contractor and other Eligible Parties must submit all necessary enrollment forms and be enrolled into the OCIP as evidenced by a confirmation of enrollment letter and Certificate of Insurance issued by the OCIP administrator. "Eligible Parties" are the Contractor and Subcontractor(s) of any tier, other than Excluded Parties (as defined hereinafter), and such other persons or entities as Owner may designate. "Enrolled Parties" shall mean all Eligible Parties who have been enrolled in the OCIP. "Excluded Parties" are those so designated in

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Section 11.3.

§ 11.1.3 Excluded Parties. "Excluded Parties" means off-site fabricators, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, architects, engineers, surveyors, demolition contractors, blasting contractors, truckers (including trucking to the project where delivery is the only scope of work to be performed), asbestos abatement or other hazardous waste removal contractor(s) and their respective Subcontractor(s) of any tier, and others whose sole function is to transport, pick up, deliver or carry materials, supplies, tools, equipment, parts or other items to or from the project site, or who do not perform any actual on-site labor, or any other entity specifically determined by the Owner to be excluded, will not be covered by insurance purchased through the OCIP.

§ 11.1.4 Limitations of OCIP Program.

§ 11.1.4.1 While the OCIP is intended to provide coverage for the project site, the OCIP is not intended to meet all of the Enrolled Parties' insurance needs. The OCIP will provide only the insurance described in the Section 11.1.6 and such insurance will not be provided for any Excluded Parties or any Eligible Parties who are not enrolled in accordance with the provisions herein. UCH reserves the right to furnish insurance coverage of various types and limits, provided that such coverage will not be less than that specified in Section 11.1.6.

§ 11.1.4.2 Nothing herein shall limit the responsibility of the Contractor and all tiers of Subcontractors for damage to the Work or property when such damage is not covered by the insurance required to be procured and maintained by UCH hereunder.

§ 11.1.4.3 It is recommended that the Enrolled Parties discuss the OCIP with their insurance agent to ensure that all necessary and appropriate coverages are maintained.

§ 11.1.4.4 Safety Protection and Programs: The Contractor shall comply, and shall cause Subcontractors of every to comply, with UCH's Environmental, Health and Safety ("EHS") policies, regulations and rules; the "Contractor Environmental Health and Safety Manual;" and the OCIP Manual.

§ 11.1.4.5 Neither Owner nor UCH assumes an obligation to provide insurance other than that contemplated under the Contract Documents, including the OCIP Manual. Each Enrolled Party will review the OCIP coverages, limits of liability and insurance policies to satisfy itself that the coverage offered herein meets its needs and those of its Subcontractor(s) of any tier. Nothing contained herein will be deemed to place any responsibility on the Owner or UCH for ensuring that the insurance provided by the OCIP is sufficient for the conduct of any Enrolled Party's business or performance of the work. The furnishing of insurance by UCH through the OCIP will in no way relieve or limit, or be construed to relieve or limit, any Enrolled Party of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including, without limitation, any indemnification obligations which any Enrolled Party has to the Owner or UCH thereunder.

§ 11.1.4.6 Any type of insurance coverage or limits of liability not provided by the OCIP that any Enrolled Party desires for its own protection will be the Enrolled Party's sole responsibility and expense and will not be reimbursable beyond the bid.

§ 11.1.4.7 Coverage under the OCIP will remain in force until the date of Substantial Completion as established by the Owner, except for extended completed operations coverage as described below.

§ 11.1.4.8 Unless specifically approved by UCH in writing, the policies set forth Section 11.1.6 will cover only those operations of the Enrolled Parties performed in connection with the work at the project site or approved sites incidental and/or adjacent to the Work.

§ 11.1.5 UCH Election to Discontinue Coverage.

§ 11.1.5.1 If UCH for any reason is unable to furnish coverage and/or elects to discontinue the OCIP, modify the limits of liability provided in the OCIP, or requests that an Enrolled Party withdraw from the OCIP, then upon thirty (30) days written notice from UCH, the Enrolled Party specified by UCH in such notice will obtain, at UCH's

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expense to the extent provided in Section 11.1.5.2, and thereafter maintain during the performance of the work, all (or a portion thereof as specified by UCH) of the insurance required to be provided by Excluded Parties and as otherwise required under the Contract Documents. Neither the Owner nor UCH will, following the expiration of such thirty (30) period, be obligated to furnish all or any part of such insurance through the OCIP. The form, content, limits of liability and cost of such insurance and the insurer issuing the insurance policies secured by the Enrolled Party pursuant to the provisions of this section will be subject to the Owner's approval, which approval will not be unreasonably delayed or withheld.

§ 11.1.5.2 Enrolled Parties eligible for reimbursement under Section 11.1.5.1 shall be reimbursed based on the Insurance Premium Worksheet completed at time of bid, prorated based on the percentage the Contract is complete at time of cancellation of the OCIP.

§ 11.1.6 Insurance Provided under the OCIP. The coverages described in this Section 11.1.6 will be provided for the Enrolled Parties through the OCIP.

Workers' Compensation Insurance -will comply with the statutory limits of the State of Connecticut and will include Employer's Liability insurance with limits as follows:

\$1,000,000 bodily injury by accident for each person
\$1,000,000 bodily injury by disease for each person
\$1,000,000 bodily injury by disease-policy limit

Commercial General Liability Insurance -shall be on form insurance policy, ISO CGL 12/07 or its equivalent, including completed operations for seven (7) years after the project has been accepted by UCH as substantially completed, contractual liability coverage, personal injury and advertising injury coverage, bodily injury and property damage in a policy (or policies) of insurance providing total available limits, reinstated annually to all insureds combined, of not less than \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury aggregate, \$4,000,000 general aggregate. The \$4,000,000 completed operations aggregate is a term limit.

Coverage will apply only to work performed at the project site or other approved sites incidental and/or adjacent to the work.

Umbrella/Excess Liability Insurance -providing limits of \$100,000,000 per occurrence, \$100,000,000 general aggregate, \$100,000,000 products/completed operations aggregate, excess of the policies described above, to all Enrolled Parties combined. All Enrolled Parties will be notified of any material changes by written notice.

§ 11.1.7 Eligible Parties' and Enrolled Parties' Responsibilities.

§ 11.1.7.1 Failure of Enrolled Parties to enforce the enrollment of all Subcontractor(s) of any tier does not relieve the Enrolled Parties of the financial responsibility for their insurance deductions. UCH reserves the right to pursue insurance deductions for all Subcontractors of any tier through the Contractor.

§ 11.1.7.2 Any fines assessed by a governmental entity as the result of late enrollment will be assessed against the responsible Enrolled Parties.

§ 11.1.7.3 Each Eligible Party is required to identify the total cost of first dollar Workers' Compensation, Employer's Liability, Commercial General Liability and Umbrella/Excess Liability insurance that has been **excluded** from its base bid price for the proposed scope of work, regardless of risk financing technique employed by the Eligible Party for its Workers' Compensation and General Liability exposures, including, but not limited to, insurance premiums, expected losses with any retention or deductible amount, loss handling expenses and administrative expenses. In calculating insurance costs, the Eligible Party shall use the Workers' Compensation (EL), General Liability and Umbrella/Excess Liability limits as described in Section 11.1.8 as if they were required to provide the coverages and limits of liability for onsite work.

§ 11.1.7.4 If the Enrolled Party carries a deductible or self-insured retention under any of its policies, then the following may be requested by UCH:

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.1 Pages from the Deductible Agreement showing the deductible and loss rates or a letter from your insurance carrier evidencing the deductible rate and loss content rate, OR

.2 Three (3) years of loss history for all entities that retain losses. Paid, outstanding and total incurred losses must be evidenced by policy period, AND

.3 Three (3) years of payroll history for all entities.

(Paragraph deleted)

§ 11.1.7.5 Eligible Parties will complete and submit the initial Enrollment Form, including the supporting documents (copies of the policy declaration page and policy rate pages or Deductible Agreement pages if on a large deductible program) to UCH's representative. The Eligible Parties warrant that all insurance premium calculations have been correctly identified.

§ 11.1.7.6 If actual audited payrolls exceed the estimated payrolls identified on the Enrollment Form and any Change Orders, then the Enrolled Party may be charged back for the associated premium costs, which will be calculated based on the Contractor's rates at time of bid.

(Paragraphs deleted)

§ 11.1.7.7 The Insurance Premium Worksheet and Enrollment Package must be completed for every subsequent contract award to an Eligible Party.

§ 11.1.7.8 Costs for overlapping insurance coverage maintained by an Enrolled Party will not be reimbursable.

(Paragraph deleted)

§ 11.1.7.9 All subsequent Change Orders for work an Enrolled Party will be submitted net of insurance. However, an Insurance Premium Worksheet similar to the original worksheet must be submitted identifying the cost of insurance associated with the change order.

§ 11.1.7.10 If any Enrolled Party does not provide the OCIP administrator with information sufficient to allow verification of the applicable insurance cost, then the OCIP administrator may independently calculate an appropriate insurance cost based upon undiscounted or "manual" rates.

(Paragraph deleted)

§ 11.1.7.11 Warranty Statement: The Enrolled Parties will provide and warrant the accuracy of the information provided on the Enrollment Form, including the supporting documents (copies of the policy declaration page and policy rate pages or Deductible Agreement pages if on a large deductible program or a letter from your insurance carrier evidencing the deductible rate and loss content rate) and/or any change order forms. Enrolled parties agree that UCH, the OCIP administrator and/or the OCIP insurance companies may, but are not required to, audit any Contractors' and/or Subcontractors' records to confirm the accuracy of any allowable insurance credits. The Enrolled Parties agree and warrant that UCH is entitled to, and may collect, additional insurance costs as may be developed as a result of audits and/or changes/Change Orders as may be agreed upon in connection with the work. The Enrolled Parties agree to provide insurance records, policies, declaration pages of policies, certificates of self-insurance and any other documents as may be requested in order to ensure the accuracy of insurance data.

§ 11.1.7.12 Any fines assessed for late reporting of Workers' Compensation claims will be the responsibility of the Contractor and/or Subcontractor of any tier that employs the injured worker.

(Paragraph deleted)

§ 11.1.7.13 Cooperation: The Enrolled Parties will:

.1 Furnish to UCH, its OCIP administrator and/or the insurance company all information and documentation which the OCIP administrator may require in connection with the issuance of any policies, in such form and substance as UCH or its designee may require.

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- .2 Furnish to UCH, its OCIP administrator and/or the insurance company, on-site payroll and contract value reports on the form as required and described in the project insurance manual by the 15th of the following month or with any progress payment application (including months with no payroll).
- .3 Permit UCH, its OCIP administrator and/or the insurance company to audit the Enrolled Parties books and records and provide documentation as may be required to ensure accuracy of those payroll reports. The Enrolled Parties agree that their failure to submit any required documents may result in withholding progress payments until all required payroll reports are received by UCH or its designee.
- .4 Promptly comply with the requirements, obligations and recommendations of UCH, its OCIP administrator and/or insurance company to ensure proper administration of the OCIP and that the insurance companies will continue to provide the coverage as specified in the OCIP. If the Enrolled Parties fail to comply with any requirement, obligation or recommendation, UCH may withhold any progress payments due the Enrolled Parties until such time as they comply with the requirements, obligations and recommendations as required by this Contract.
- .5 The Enrolled Parties will provide UCH and/or UCH's OCIP administrator with all information necessary for the issuance of OCIP policies and will maintain and make available to the insurance companies, payroll records and such other records relating to the work as may be necessary for the proper computation of the insurance premiums.
- .6 The Enrolled Parties will cooperate with UCH and/or the OCIP administrator with regard to administration and operation of the OCIP. The Enrolled Parties' responsibilities will include, but are not limited to: operations and insurance information; inclusion of OCIP provisions in all subcontracts; notification to UCH and/or UCH's OCIP administrator, of all subcontracts awarded; maintenance and provision of monthly payroll records and other records necessary for premium computation; compliance with applicable loss control (safety) and claims reporting procedures; maintenance of an OSHA Log to be provided monthly to UCH and/or UCH's OCIP administrator.

§ 11.1.8 Insurance Required of Enrolled Parties.

§ 11.1.8.1 The Enrolled Parties will provide and maintain the types of insurance described below in a company or companies legally authorized to transact insurance business in the State of Connecticut. All insurers will be rated at least A-, VII in the current A.M. Best ratings guide or must be otherwise acceptable to UCH. The Enrolled Parties will maintain the specified insurance coverage until all obligations under this contract are satisfied. Enrolled Parties will also be responsible for requiring that their Subcontractor(s) of any tier that are Enrolled Parties procure and maintain, at their own expense, coverage consistent with the requirements described in this Section 11.1.8. In addition, Enrolled Parties will be responsible for requiring that those of their Subcontractors, of any tier, who are not Enrolled Parties procure and maintain during the term of this project the insurance coverage required under Section 11.1.9.

Workers' Compensation and Employer's Liability Insurance: The Enrolled Parties will maintain Statutory Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Enrolled Parties' employees while engaged in the performance of the work at locations OTHER THAN THE PROJECT SITE AND APPROVED SITES INCIDENTAL AND/OR ADJACENT TO THE WORK. Workers' Compensation coverage will comply with the statutory limits of the State of Connecticut, and will provide Employer's Liability insurance with limits as follows:

\$1,000,000 bodily injury by accident for each person
 \$1,000,000 bodily injury by disease for each person \$1,000,000
 bodily injury by disease-policy limit

Commercial General Liability Insurance: The Enrolled Parties will maintain for premises and operations AWAY FROM THE PROJECT SITE AND APPROVED SITES INCIDENTAL AND/OR ADJACENT TO THE WORK of the Enrolled Parties (including products and completed operations covering products) manufactured, assembled or otherwise worked upon away from the project site) in a form providing coverage not less than that of Commercial

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General Liability insurance policy, ISO CGL 12/07 or later for operations of the Contractor(s) and Subcontractors of any tier covering claims arising out of the work hereunder for personal injury, bodily injury and property damage in a policy or policies with combined total available limits not be less than:

As respects the Contractor:

\$2,000,000 occurrence,
\$2,000,000 personal and advertising injury aggregate,
\$4,000,000 general aggregate limit and
\$4,000,000 aggregate products and completed operations.

As respects Subcontractor(s) of any tier:

\$1,000,000 per occurrence,
\$1,000,000 personal and advertising injury aggregate,
\$2,000,000 general aggregate limit and
\$2,000,000 aggregate products and completed operations.

Contractual Liability, if not provided in the basic policy form, is to be provided by endorsement.

Commercial Automobile Liability Insurance: The Enrolled Parties will maintain insurance covering all owned, hired, borrowed, leased or non-owned automobiles. Such insurance will provide coverage not less than that of the standard ISO Commercial Automobile Liability policy in limits not less than:

As respects the Contractor and Subcontractor(s) of any tier, \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The MCS-90 endorsement must be attached to the Commercial Automobile Liability policy if hazardous materials or waste are to be transported.

Umbrella/Excess Liability Insurance: The Enrolled Parties will maintain Umbrella/Excess Liability insurance insuring against bodily injury, personal and advertising injury and property damage on a following form basis providing limits in excess of those specified above for Employers' Liability, Commercial General Liability and Commercial Automobile Liability. The limits of liability and requirements are as follows:

- (a) Limits of Liability for **General Contractor:**
 - (i) \$50,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$50,000,000 Annual Aggregate Products and Completed Operations.
- (b) Limits of Liability for **Contractors and Subcontractors of All Tiers who perform the following trades: Demolition, Abatement, Cast in Concrete, Structural Steel, Miscellaneous Metals, Roofing, Glass & Glazing, Drywall, Fire Protection, Plumbing, HVAC & ATC, Electrical:**
 - (i) \$5,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$5,000,000 Annual Aggregate Products and Completed Operations.
- (c) Limits of Liability for **Contractors and Subcontractors of All Tiers who perform the remaining trades not listed above:**
 - (i) \$2,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$2,000,000 Annual Aggregate Products and Completed Operations.
- (d) Coverage's and Terms:
 - (i) Excess of General Liability
 - (ii) Excess of Employer's Liability
 - (iii) Completed Operations
- (e) The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, Contractor, architect, and their respective parent companies, subsidiaries, related and affiliated

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companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed as Additional Insureds.

- (f) A Waiver of Subrogation in favor of The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, Contractor, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each shall be endorsed to the policy.

Contractor's Equipment Insurance: The Enrolled Parties are responsible for their tools and equipment, including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. The Enrolled Parties agree that neither the Owner nor will be responsible for any loss or damage to the Enrolled Parties' tools and equipment. If insured, the Enrolled Parties' insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of the Owner and UCH, the Contractor, architect(s), engineer(s), Contractors and all Enrolled Parties. If uninsured, the Enrolled Parties will hold harmless the Owner, UCH, the Contractor, architect(s), engineer(s), Contractors and all other Enrolled Parties for loss or damage to their tools and equipment.

Professional Liability Insurance: Architectural and engineering firms, and their sub-consultants, shall provide evidence of Professional Liability insurance while engaged in the performance of work on the project. The coverage must remain in force and effect for a minimum of five (5) years after completion of the project or contract termination. Minimum limits of liability: shall be \$2,000,000 per wrongful act, error, or omission, with a minimum annual aggregate limit of \$4,000,000.

Any applicable deductible or self-insured retention will be the responsibility of the architectural or engineering firms and/or their sub-consultant(s) of any tier.

§ 11.1.8.2 Additional Insureds: Each policy required (except Worker's Compensation and Professional Liability) will name as additional insureds: The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, Contractor, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each. General Liability coverage maintained by Contractors and Subcontractors shall include Additional Insured Endorsements CG 20 10 and CG 20 37. Products and completed operations coverage shall be maintained for a minimum of seven (7) years after Contract expiration or project completion, whichever occurs later.

§ 11.1.8.3 Waiver of Subrogation/Rights of Recovery: The Enrolled Parties and their respective insurers providing Workers' Compensation, Commercial General Liability, Umbrella/Excess Liability and any other required coverages, will waive all rights of recovery against: The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, and each of those entities' agencies, departments, officers, directors, representatives, agents and employees; and against each other.

§ 11.1.8.4 Each Enrolled Party will pay all insurance premiums for any insurance required under this Section 11.1.8, including any charges for required waivers of subrogation or the endorsement of additional insureds.

§ 11.1.8.5 Primary and Non-Contributing: Insurance coverage for work away from the project site required of the Enrolled Parties under this Section 11.1.8 is primary and non-contributing.

§ 11.1.8.6 Certificates of Insurance: The Contractor shall provide the OCIP administrator with Certificates of Insurance evidencing the coverages required under this Section 11.1.8 and the limits and amendments thereto prior to commencement of work on the Project Site. Coverage must be with an authorized insurance carrier having an (A-, VII rating or higher) from A.M. Best. UCH reserves the right to request copies of policies or specific endorsements.

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Failure of any Contractor or other entity to provide such Certificates of Insurance will not relieve said Contractor or entity from the responsibility to carry and maintain such insurance.

§ 11.1.8.7 Notice of Cancellation: Policies shall be endorsed to provide notice of cancellation or non-renewal to UCH by Contractor's insurance agent/broker or carrier, or if such endorsement is unavailable, Contractor must provide UCH with thirty (30) days advance written notice of cancellation or non-renewal (and ten (10) days advance written notice in the event of cancellation for non-payment of premium). Contractor must also provide written notification to UCH and/or the OCIP administrator thirty (30) days in advance of any material change or reduction in coverage to the Contractor's insurance policies. If any such notice is given, UCH will have the right to require that a substitute policy(ies) be obtained prior to the date of cancellation or change, in which case replacement Certificate(s) of Insurance shall be provided to UCH and/or the OCIP administrator. The Enrolled Parties and Excluded Parties will immediately notify UCH and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to UCH and/or the OCIP administrator.

§ 11.1.8.8 If a Contractor's or Subcontractor's primary Workers' Compensation and/or General Liability policies include a "Designated Operations Covered By A Consolidated Insurance Program Endorsement" or a "Wrap-Up Exclusion Endorsement," the Contractor or Subcontractor MUST submit a copy of the endorsement along with its Certificate of Insurance for review by the OCIP administrator.

§ 11.1.9 Insurance Requirements of Excluded Parties.

§ 11.1.9.1 Excluded Parties performing work at the project site will obtain and maintain, and will require each of its/their Subcontractors that are Excluded Parties to obtain and maintain, the insurance coverage specified in this Section 11.1.9. Such insurance will be primary and noncontributing with any other insurance and will be in a form, and from insurance companies, reasonably acceptable to UCH. The insurance limits may be provided through a combination of primary and excess policies, including excess/umbrella forms. UCH reserves the right to require higher limits of liability or other insurance coverage as UCH deems appropriate.

Workers' Compensation and Employer's Liability Insurance: The Excluded Parties will maintain Statutory Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees while engaged in the performance of the work at the project site and locations away from the project site or approved sites incidental and/or adjacent to the work. Workers' Compensation coverage will comply with the statutory limits of the State of Connecticut, and will provide Employer's Liability insurance with limits as follows:

\$1,000,000 bodily injury by accident for each person \$1,000,000 bodily injury by disease for each person
\$1,000,000 bodily injury by disease-policy limit

Commercial General Liability Insurance: The Excluded Parties will maintain liability insurance in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") ISO CGL 12/07 or later, for operations of the Excluded Parties covering claims arising out of the work hereunder for personal injury, bodily injury and property damage in a policy or policies of insurance providing combined total available limits of not less than:

As respects all Excluded Parties, \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury aggregate, \$4,000,000 general aggregate limit and \$4,000,000 aggregate products and completed operations.

Any deductible or self-insured retention in place will be the responsibility of the Excluded Party.

Contractual liability, if not provided in the basic policy form, is to be provided by endorsement.

Commercial Automobile Liability Insurance: The Excluded Parties will maintain liability insurance covering all owned, hired, borrowed, leased, or non-owned automobiles must be maintained. Such insurance will provide coverage not less than that of the Commercial Automobile Liability policy in limits not less than:

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As respects to all Excluded Parties, \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

The MCS-90 endorsement must be attached to the Commercial Automobile Liability policy if hazardous materials or waste are to be transported.

Umbrella/Excess Liability Insurance: The Excluded Parties will maintain Umbrella/Excess Liability insurance insuring against bodily injury, personal injury, advertising injury and property damage on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. The minimum limits of liability are as follows:

With respect to all Excluded Parties, \$5,000,000 per occurrence, \$5,000,000 annual aggregate, \$5,000,000 products/completed operations aggregate(annual)

Any applicable deductible or self-insured retention will be the responsibility of the Excluded Party.

§ 11.1.9.2 Additional Insureds: Each policy required, including Excess and Umbrella (except Worker's Compensation and Professional Liability) will name as additional insureds: The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, Contractor, architect, and their respective parent companies, subsidiaries, related and affiliated companies of each, and the agencies, departments, officers, directors, representatives, agents, employees and assigns of each. General Liability coverage maintained by Contractors and Subcontractors shall contain additional insured endorsements CG 20 10 and CG 20 37. Products and completed operations coverage shall be maintained for a minimum of seven (7) years after Contract expiration or project completion, whichever occurs later.

§ 11.1.9.3 Waiver of Subrogation/Rights of Recovery: The Excluded Parties and their respective insurers providing the required coverage including Workers' Compensation and Commercial General Liability, Umbrella/Excess Liability, and any other required coverages, will waive all rights of recovery against: The State of Connecticut, University of Connecticut, UConn Health, UConn Health Center Finance Corporation, and each of those entities' agencies, departments, officers, directors, representatives, agents and employees.

Each Excluded Party will pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds.

§ 11.1.9.4 Notice of Cancellation: All insurance policies and Certificates of Insurance will include a requirement providing for thirty (30) days prior written notice to UCH of any cancellation or reduction of coverage. If any such notice is given, UCH will have the right to require that a substitute policy(ies) be obtained prior to such cancellation or reduction and replacement Certificate(s) of Insurance shall be provided to UCH and/or the OCIP administrator. The Excluded Party will immediately notify UCH and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to UCH and/or the OCIP Administrator.

§ 11.1.9.5 Certificates of Insurance: The Excluded Parties will provide Certificates of Insurance to UCH and/or the OCIP administrator evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates of Insurance will be addressed as follows:

The UConn Health
c/o Willis of MA
Attn: Wrap-Up Dept.
3 Copley Place, Suite 300
Boston, MA 02116

§ 11.1.10 Builder's Risk Insurance

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§ 11.1.10.1 In addition to, and distinct from, the coverage to be provided to Enrolled Parties under the OCIP, UCH shall carry Builder's Risk Insurance in amounts sufficient to cover the replacement cost of work in progress, transit coverage and off-site coverage. The policy will insure the interests of UCH and the Contractor, and all Subcontractors of every tier (collectively, other than UCH, the "Builder's Risk Parties") providing, but not limited to, coverage against fire, lightning, wind damage, hail, explosion, riot or civil commotion, aircraft and other vehicles and collapse. The policy(ies) for such insurance will be procured and maintained by UCH. It is the Builder's Risk Party's responsibility to report the value, time and means/location of any covered property in transit or storage that exceeds \$5,000,000 to UCH, or its designee, prior to transit or storage. Failure to promptly notify UCH may prejudice coverage.

Covered property includes all materials, supplies and equipment that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site, in transit or while temporarily located away from the project site for the purpose of repair, adjustment or storage at a Builder's Risk Party's practice location or approved location other than the project site.

Excluded Items: This insurance will not cover tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented, leased or used by a Builder's Risk Party in the performance of the work, not intended for specific installation into the project.

Neither Owner nor UCH will be liable or responsible for any loss or damage whatsoever to the excluded items and the Builder's Risk Parties will indemnify and hold harmless the Owner and UCH from any claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.

The Builder's Risk Parties shall waive all rights of recovery against each other for loss or damage to any equipment used in connection with the project and covered by any property insurance.

The Builder's Risk policy will be endorsed (a) to waive the carrier's rights of recovery against the Builder's Risk Parties whose interest is insured under such policy, (b) to include a provision that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Builder's Risk Parties, and (c) the policy will be primary and non-contributing.

Any Builder's Risk loss will be adjusted with UCH and settlement checks will be made payable to UCH as trustee for affected Builder's Risk Parties, as their interests may appear, subject to the requirements of any applicable mortgagee clause. Each Builder's Risk Party will pay its Subcontractor(s) an applicable share of any insurance proceeds received by such Builder's Risk Party and by appropriate agreement, written where legally required for validity, will require Subcontractor(s) to make payments to their Sub-subcontractor(s) in similar manner.

A Builder's Risk Party will not make a claim against the Builder's Risk policy without prior written notice to UCH as the primary holder of the policy.

§ 11.1.11 Pollution Liability Insurance

In addition to, and distinct from, the coverage to be provided to Enrolled Parties under the OCIP, UCH shall carry Pollution Liability Insurance providing limits of \$5,000,000 each incident and in the aggregate for the Contractor and all Subcontractors of every tier under the project for bodily injury and property damage claims from third parties arising from pollution conditions for damage that occurs on the project site during covered operations for work. Coverage will apply to covered pollution conditions on, at, under or migrating from the project site.

§ 11.2 Not Used.

§ 11.3 Not Used.

(Paragraphs deleted)

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§ 11.4 PERFORMANCE BOND; PAYMENT BOND AND GUARANTY BOND

§ 11.4.1 The Contractor shall provide to the Owner and deliver at the time of Amendment for the GMP, Performance and Payment Bonds from a surety company, in the full amount of the Contract or in the case of bonds from a subcontractor in the full amount of the subcontract. All such bonds shall be in compliance with the forms which have been adopted by the Owner as its required forms of payment and performance bonds and shall be in compliance with the requirements of Connecticut General Statutes Section 49-41 et seq. and as otherwise set forth in Section 8.2 of the AIA A133 portion of the Contract.

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

§ 11.4.2 If the Contractor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is a unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.

§ 11.4.3 If the Contractor proposes a Subcontractor default coverage program, the Contractor must demonstrate a cost savings of no less than 18% as compared to the actual Subcontractor traditional bond cost, including a reasonable percentage for changes as agreed upon by the Owner. As governed by Statute, the Owner will not agree that a subcontractor default coverage program can be used in lieu of a labor and materials payment bond.

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 Owner Representative with the advice of the Architect has not specifically requested to examine prior to its being covered, the Owner Representative with the advice of 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 Owner Representative with the advice of 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, inspections, uncovering and replacement, and compensation for the Architect's and Owner Representative services made necessary thereby, shall be at the Contractor's expense.

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone from whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 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,

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any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at Contractor's sole expense 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. 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 or may exercise any other commercially reasonable remedies to compensate Owner for any expenses losses or damage caused by such nonconforming work.

§ 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.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect 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 at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. 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 and Owner Representative 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

NOT USED.

§ 13.7 TIME LIMITS ON CLAIMS

NOT USED.

§ 13.8 NON-DISCRIMINATION, AFFIRMATIVE ACTION, GOVERNOR'S EXECUTIVE ORDERS, AND OTHER MISCELLANEOUS PROVISIONS

§ 13.8.1 NONDISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Construction Manager.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance

or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising,

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recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

§ 13.8.2 This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, concerning labor employment practices, **Executive Order No. Seventeen of Governor Thomas J. Meskill**, promulgated February 15, 1973, concerning the listing of openings and **Executive Order No. Sixteen of Governor John G. Rowland**, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a party of this Contract as if they had been fully set forth herein. At the Contractor's request, the Owner shall provide a copy of these orders to the Contractor. The Contract may also be subject to **Executive Order No. 7C of Governor M. Jodi Rell**, promulgated July 13, 2006, concerning contracting reforms and **Executive Order No. 14 of Governor M. Jodi Rell**, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

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§13.8.3 ETHICS AND COMPLIANCE

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§13.8.4 CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

SEEC FORM 11
CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above

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prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit

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organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

§ 13.8.5 WHISTLEBLOWING:

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a

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conspicuous place which is readily available for viewing by the employees of the Contractor.

§ 13.8.6 COMPLIANCE WITH OWNER POLICIES AND GUIDELINES

At a minimum, the Contractor shall comply with established Owner policies and guidelines, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confined Space Entry as referenced in the Contractor's Environmental Health and Safety Manual; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

§ 13.9 PREFERENCE IN EMPLOYMENT

§ 13.9.1 In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for three months prior to the date hereof have been residents of the labor market areas, as established by the Labor Commissioner in which said work is to be done; and if no such qualified persons are available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede in any manner any provision regarding residence requirements contained in a Collective Bargaining Agreement to which the Contractor is a party.

§ 13.10 MINIMUM WAGE RATES

§ 13.10.1 If this project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is \$100,000 or more then:

- .1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (i) of Section 31-53 of the Connecticut General Statutes shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

§ 13.10.2 The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an Addendum. The Contractor agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

§ 13.11 HOURS OF LABOR PERMITTED

§ 13.11.1 Pursuant to Section 31-57 of the Connecticut General Statutes, no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner Representative.

§ 13.12 EXAMINING AND COPYING CONTRACTOR'S RECORDS

§ 13.12.1 The Contractor shall permit the Owner or its duly authorized representative to examine and copy books and records of the Contractor relative to charges for extra work, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's demand for added compensation from the Owner. The Contractor shall also permit such examination and copying of his records as the Owner may deem necessary, excepting papers and records preceding the execution of the Contract that are not a matter of record with the Owner, in order to

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determine that the Contractor has complied with all laws and regulations pertaining to the Contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

§ 13.12.2 The Contractor further agrees that he shall keep all records relating to this Contract until the expiration of six (6) years after final payment under this Contract is made, or six (6) months after settlement of any disputes whichever may be later.

§ 13.12.3 The Contractor further agrees that he and his Subcontractors shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

§ 13.13 SYSTEM LAYOUT DRAWING

§ 13.13.1 System layouts indicated on the on the drawings are generally diagrammatic and locations and arrangements of items are approximate. Exact routing of conduit, wiring, location of fixtures, outlets, panels, piping, valves and all other equipment shall be governed by the structural conditions and obstructions. The entire layout shall be followed as closely as possible and the right is reserved by the Owner to reasonably change the locations to accommodate any conditions which may arise during the progress of the work without additional compensation to the Contractors.

§ 13.14 GUARANTY OF PERFORMANCE

§ 13.14.1 If the Contractor has submitted the financial statement of a parent or other affiliated entity in its Proposer's Qualification Statement, or if pre-qualified, its application for pre-qualification and has also indicated in that submission that such parent or affiliate will guarantee the performance of the Contract, then the parent or affiliate shall execute, simultaneously, with the Contractor's execution of the Contract, a Guaranty in a form provided by and acceptable to the Owner.

§13.15 JOINT VENTURE

§ 13.15.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§13.16 WORKER GEOGRAPHIC DISTRIBUTION

§13.16.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.16.

§13.16.2 The Contractor shall submit to the Owner a plan for encouraging the hiring of Workers (as defined hereinafter) with Residence (as defined hereinafter) in the State of Connecticut.

§13.16.3 Following the close of each Quarter (as defined hereinafter), the Contractor shall submit a Worker Geographic Distribution Report (as defined hereinafter) to the Owner in a form satisfactory to the Owner. The "Worker Geographic Distribution Report" is a report that shall provide the following information for each Worker paid, during the most recently closed Quarter, for work on the Project:

- .1 The numbers of hours of Project work for which such Worker was paid during such Quarter.
- .2 The Wages (as defined hereinafter) paid to such Worker during such Quarter.
- .3 The Residence of such Worker as of the close of such Quarter.

§13.16.4 The Worker Geographic Distribution Report shall not contain any personally identifiable information about a Worker.

§13.16.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.16.

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- .1 "Covered Project" is a project that is both subject to Section 31-53(a) of the Connecticut General Statutes and for which the total cost of all work to be performed by all contractors and subcontractors is \$1,000,000 or greater.
- .2 "Quarter" means a calendar quarter of each calendar year.
- .3 "Residence" is the state and town in which a Worker resides, as reflected in the payroll records of such Worker's employer.
- .4 "Subcontractor" is any subcontractor or sub-subcontractor of the Contractor, which subcontractor or sub-subcontractor employs Workers on the Project.
- .5 "Wages" are the wages that are subject to Section 31-53(a) of the Connecticut General Statutes (including any amounts paid to an employee welfare fund).
- .6 "Worker" is an employee of the Contractor or a Subcontractor (as defined hereinabove), which employee is working on the Project and whose wages for such work is subject to Section 31-53(a) of the Connecticut General Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor 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; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- .3 Not Used.
- .4 Not Used.

§ 14.1.2 Not Used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

§ 14.1.4 If the Work is stopped for a period of sixty (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 (7) 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, without prejudice to or waiving any other right or remedy of the Owner, terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .6 Refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the time specified in this Contract including any duly authorized extension, or fails to compete the Work within said period; or
- .7 Fails to comply with laws, rules, regulations, or directives regarding job site safety; or to comply with the provisions of the Owner's Contractor Environmental Health and Safety Manual, or orders or directives regarding safety issued by the Owner pursuant to the Contract.

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§ 14.2.2 When any of the above reasons exist, the Owner, with advice of the Architect and upon certification by the Initial Decision Maker, determines 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 (7) 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;
- .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; and
- .4 Terminate the Contractor's right to proceed with a separate part of the Work if the Owner so elects.

§ 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 retained by the Owner. 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 Architect and 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 and without prejudice to or waiving any other right or remedy of the Owner, 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, without prejudice or waiving any other right or remedy of the Owner, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of a Notice of Termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:

- .1 Cease operations as specified in the notice;
- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .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.
- .4 Proceed to complete the performance of Work not terminated;
- .5 Take actions that may be necessary or that the Owner may direct for the protection and preservation of the terminated Work.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely purchased or fabricated off the Project site, delivered and stored in accordance with the Owner's instructions plus demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.

§14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§14.4.5 The payment to the Contractor pursuant to this Section may not exceed the total Contract Price as reduced by:

- .1 The amount of payments previously made
- .2 The Contract price of work not terminated.

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, adjustment or interpretation of Contract terms, payment of money, extension or time, and/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 the Contractor must be initiated by written notice to the Owner Representative as described in Section 1.1.1.1 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 the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Article 15 shall not commence until a written notice from the Contractor is received by the Owner Representative. No such claim shall be valid unless so made. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in 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

§ 15.1.4.1 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.

§15.1.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be made in accordance with the provisions of this Article 15.

§ 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

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progress of the Work. No such claim shall be valid unless made in accordance with the provisions of this Article 15. 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
NOT USED.

§ 15.1.7 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner Representative, 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 twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.1.8 Claims for Concealed or Unknown Conditions: If, upon or subsequent to the Contractor's and its Subcontractors' site visits and performance of the tests, examinations and inspections required by Section 3.2.2, 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 will promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 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 in the respects noted above 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. Any claim by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the recommendation. The Owner Representative will have the final authority to accept or reject the Architect's recommendations, which decision by the Owner Representative shall be subject to further proceedings pursuant to Article 15.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor, 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 AIA 101-2007 Section 6.1 of the Contract. 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, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided evidence or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.

§ 15.2.2 The Initial Decision Maker will review Claims by the Contractor and within thirty (30) 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 of the Contractor, 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.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim of the Contractor or to furnish additional supporting data, such party shall respond, within ten (10) 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.

§ 15.2.4.1 If a Claim of the Contractor has not been resolved after consideration of the foregoing, the Initial Decision Maker will render a written decision on the claim, including any change in the Contract Sum or Contract Time or both, which decision shall be final and binding but subject to meeting and mediation pursuant to Section 15.3 of this document and arbitration or litigation pursuant to Connecticut General Statutes Section 4-61 and Section 15.4 of this Contract to the extent applicable.

§ 15.2.5 NOT USED.

§ 15.2.6 NOT USED.

§ 15.2.6.1 NOT USED.

§ 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 NOT USED.

§ 15.3 MEDIATION

§ 15.3.1 Claims of the Contractor except those waived as provided for in Section 9.10.5 shall be submitted to the meeting and mediation process described in the Sections which follow, prior to and as a precondition to the Contractor pursuing any other available remedy. Claims by the Owner, at the option of the Owner, may be submitted to such meeting process and/or mediation process, and, in such event, Contractor shall be required to submit to and participate in such a meeting and/or mediation. The meeting shall be between the parties and attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

§ 15.3.2 The meeting referenced in Section 15.3.1 shall be held promptly, but not less than fourteen (14) calendar days after a party's request for the meeting. The Contractor shall not submit any claim to mediation in accordance with the provisions of Sections 15.3.1 through 15.3.6 until fourteen (14) calendar days after the date of the meeting.

§ 15.3.3 In connection with any such mediation, a request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of applicable binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a different period of time by agreement of the parties or as modified by court order.

§ 15.3.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from a mutually agreed upon dispute resolution entity if they have been unable to agree upon such appointment within twenty (20) calendar days from the submittal of the request for mediation. If the parties are unable to agree on the dispute resolution entity, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Contract.

§ 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of sixty (60) calendar days from the date of submittal, or until the parties reach impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.

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§ 15.3.6 Should the Owner request, the Contractor agrees to participate as a party in any mediation proceeding between the Owner and the Architect or other Consultant for the Project in which construction deficiencies, contract breaches, or other alleged wrongful acts by the Contractor are alleged.

§ 15.4 ARBITRATION OR LITIGATION OF CLAIMS

§ 15.4.1 NOT USED.

§ 15.4.1.1 NOT USED.

§ 15.4.2 NOT USED.

§ 15.4.3 NOT USED.

§ 15.4.4 Should the Owner have a claim against the Contractor, the parties agree that the Owner, whether or not it elects to proceed with the meeting process or mediation described in Section 15.3, shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the rules of a dispute resolution entity agreed upon by the parties, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association shall apply.

§ 15.4.5 Should the Contractor have a claim against the Owner which has not been resolved by mediation or any other procedure set forth in this Contract, the Contractor's rights to assert its claim against the Owner shall be subject to the provisions of Connecticut General Statutes Section 4-61.

§ 15.4.6 CONSOLIDATION OR JOINDER

§ 15.4.6.1 Should either the Contractor institute an arbitration to the extent authorized by Section 4-61 of the Connecticut General Statutes or the Owner institute an arbitration as set forth herein, the Contractor agrees that any such arbitration may be consolidated, at the Owner's discretion, with any arbitration proceeding involving the Owner and the Architect or other Consultant for the Project in which construction or design deficiencies, breaches of contract, or any other alleged wrongful acts by the Contractor or Architect are alleged.

§ 15.4.6.2 NOT USED.

§ 15.4.6.3 NOT USED.

ARTICLE 16 BACKGROUND CHECKS AND CERTIFICATIONS

§ 16.1 Contractor Parties shall comply with applicable UConn Health ("UCH") Policies and Procedures regarding checking in upon arrival at the work site, wearing identification badges, and completion of any background checks and/or certifications required by UCH. In accordance with UCH Policy No. 2001-3 and applicable federal and State laws, UCH Public Safety Department ("Public Safety") shall conduct security background investigations and federal sanctions checks on all Contractor Parties before they begin work at UCH Premises. Accordingly, all Contractor Parties who will be working at UCH under this Contract shall submit a completed UCH Background Information Sheet and pay the related fee to Public Safety at least two (2) weeks before their first scheduled date of work. UCH may also, in its sole discretion, require other Contractor Parties to undergo background and sanctions checks and/or complete a credentialing/registration process and pay related fees. If Public Safety determines that the results of a Contractor Party's background check are unfavorable, UCH may require the Contractor Party to immediately cease performance under this Contract without penalty to UCH.

§ 17 CODE OF CONDUCT

§ 17.1 In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for Owner Vendors (the "Vendor Code of Conduct"). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor

Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference. The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

ARTICLE 18 OWNER POLICIES

The Contractor shall, at no additional cost to the Owner, comply with all policies and procedures of the Owner. In the event the Owner establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.

ARTICLE 19 SOVEREIGN IMMUNITY

§ 19.1 The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the Owner of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

This Agreement is entered into as of _____, 2015 and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER <i>(Signature)</i>	CONTRACTOR <i>(Signature)</i>
Executive VP for Administration & CFO	
Duly Authorized: CGS §§ 10a-109d; 10a-109n <i>(Printed name and title)</i>	 <i>(Printed name and title)</i>
Date: _____	Date: _____

(Paragraphs deleted)



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Section 31-53b

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section. (c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project. (d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in

accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;

- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project 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;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

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

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors
Connecticut General Statute 31-55a - Annual adjustments to wage rates by
contractors doing state work.**

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.


Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

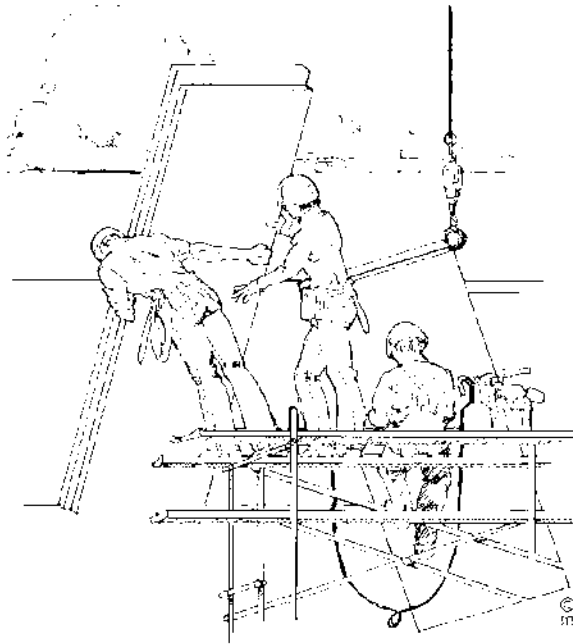
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CERTIFIED PAYROLL FORM WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109			
CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER								
PAYROLL NUMBER	Week-Ending Date		PROJECT NAME & ADDRESS								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	Per Hour	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
				S	M	T	W	TH	F											S	HOURS WORKED EACH DAY				
			Trade License Type & Number - OSHA 10 Certification Number								\$	1. \$													
												\$	1. \$												
												Base Rate	2. \$												
												\$	3. \$												
												Cash Fringe	4. \$												
												\$	5. \$												
												\$	6. \$												
												\$	1. \$												
												Base Rate	2. \$												
												\$	3. \$												
												Cash Fringe	4. \$												
												\$	5. \$												
												\$	6. \$												

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
 - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
 - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
 - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
 - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
 - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation

of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum

storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal

and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

- (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

- (b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

- 2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

- 3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

- 4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such

time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

○ **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
 - Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under

prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

- Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.
- If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.