

**Rentschler Field Parking and Traffic Circulation Improvements
Project No. 3097-01
State of Connecticut
Office of Policy and Management**

Addendum 2

1. Qualifications clarification for joint ventures: Please note the following amended language from Section 2 of the Invitation to Bid concerning qualifications of bidders. The added language is in all caps and underlined.
 1. **Qualifications of Bidders**
 - a. **All bidders must hold a current Department of Administrative Services Construction Contractor Prequalification Certificate for the category of SITEWORK, and must be qualified for no less than \$10 million for a single project. IF THE BIDDER IS A JOINT VENTURE, BOTH MEMBERS MUST MEET THE MINIMUM QUALIFICATIONS. A copy of the bidder's Prequalification Certificate and an Update Bid Statement must be submitted with the bid. Any proposed Subcontractor whose subcontract value will exceed \$500,000 must also hold a Construction Contractor Prequalification Certificate for the appropriate classification and subcontract value and must submit a copy of that Certificate and an Update Bid Statement with the bid. A blank Update Bid Statement is included in Section 3 and is available online in hard copy at <http://www.biznet.ct.gov/prequal/login/UpdateStatement.pdf>. DAS-registered contractors can obtain a fillable version of the Update Bid Statement at http://www.biznet.ct.gov/dasibi/index.cfm?do=prequal_openArea.showApplications**
2. Please note that LAZ Parking is hereby added to the list of firms in Section 3 of the Invitation to Bid that are not to be contacted during the bidding period.
3. Missing/illegible documents:
 - a) Draft Contract: Some potential bidders have noted that the draft contract included in the Invitation to Bid is difficult to read owing to shaded backgrounds in the AIA document. A new pdf file of that document is included as Attachment 1 to this Addendum. By submitting a bid for this project, bidders are acknowledging receipt of the contract and that they are aware of its provisions. Bidders are also advised that the "State Contracting Requirements" attached to the original copy of the draft contract pertain and are not subject to negotiation.
 - b) OPM Vendor Profile (OPM Form A-15); Agency Vendor Form; W-9: These forms were inadvertently omitted from the Invitation to Bid. They are included as Attachments 2-4 to this Addendum.

4. With respect to the Silver Lane Site Access location shown on Sheet No. SA-1 and to the “Notice to Contractor - Construction Access” on p. TS-6 of the Technical Specifications, egress by trucks is to be only by left or right turns onto Silver Lane. Construction vehicles are not to travel on Simmons Road.
5. Clarification regarding detention basins: The proposed detention basins in the North and South Klondikes are both wet-bottom basins. The herbaceous plants to be provided for the detention basins shall be 2-inch plugs unless otherwise noted.
6. The attendance sheet from the February 18, 2010 prebid meeting is attached as Attachment 5 to this Addendum.
7. Responses to questions/RFIs: Following are responses to questions and RFIs received during the prebid conference and site walk on February 18, 2010 and via email. **Bidders are reminded that in the event oral and written responses have been provided to questions, the written responses prevail.**

Q1. Are the limits of excavation for “dirty dirt” clear on the plans?

The “Special Excavation” sheets indicate areas of known contamination.

Q2. Will the contractor be responsible for offsite disposal of contaminated materials?

Disposal will be consistent with the ‘Notice to Contractor – Environmental’ and ‘Notice to Contractor – Excavated Material Management’.

Q3. Is the site balanced?

Prospective bidders are expected to perform their own earthwork calculations and base their lump sum bids accordingly. Refer to Section 2.02 of the technical specifications, Special Provision ‘0207001A – Borrow’ and the ‘Notice to Contractor – Excavated Material Management’.

Q4. Is the bid format set up in such a way that the contractor can provide multiple unit prices for unforeseen events?

Lump Sum and Unit Prices bid shall be submitted strictly in accordance with the bid forms provided.

Q5. Regarding turf establishment, where is the closest source(s) of water that may be utilized for irrigation?

An existing water main at the Stadium will be tapped as part of the proposed work; refer to the utility plan sheets. While the source of water may vary based on each prospective bidder's approach, it is anticipated that water may be drawn and metered from this location.

Q6. Should there be a surplus of suitable materials, how shall the contractor proceed?

Refer to Section 2.02 of the technical specifications, Special Provision '0207001A – Borrow' and the 'Notice to Contractor – Excavated Material Management'. The intent is to re-use suitable material on-site to the extent practical in order to minimize haul-off. Clean or natural soil which cannot be re-used on site shall become the property of the Contractor.

Q7. Will stripping and screening of topsoil be included in the work?

Screening is specified only where noted for the playing field in the Recreation area. The contractor shall grub the remaining areas and remove roots and debris in accordance with Section 9.44.03 of the Technical Specifications. As a clarification, the upper 6-inches of topsoil shall be free of roots and debris. Screening will not be precluded.

Q8. Where will WSAs be established on site?

Location of WSA's shall be determined by the Contractor in accordance with his approved Site Logistics and Layout Plan; refer to 'Notice to Contractor – Schedule and Site Logistics and Layout Plan.'

Q9. There appear to be break lines on the gravel road system between the spine road and the interior North Klondike roads. Are these different cross-sections?

The 'break lines' shall be disregarded. The cross section shall be consistent between the spine road and interior roads.

Q10. Will a budget or engineer's estimate be provided?

No.

Q11. Please clarify the stipulation of utilizing 30% East Hartford Residents.

The goal of 30% of the work force being residents of Hartford or East Hartford is put forth by OPM consistent with requirements of the Adriaen's Landing and Rentschler Field statutes. It has been a consistent goal since the beginning of both these projects. Contractors are required to make a

good-faith effort to meet it as they would the standard work force goals for minorities and women.

Q12. If contaminated soils are to remain 4' and below the proposed surface elevation, how will cuts in previously remediated areas be handled?

Refer to 'Notice to Contractor – Environmental' and 'Notice to Contractor – Excavated Material Management'.

In the event that an unforeseen area of contamination is encountered, the contractor will be responsible to handle the contaminated soil once in order to haul it to the designated WSA for testing. Disposal of the material will be the responsibility of UTC unless otherwise directed by the Environmental Oversight Consultant and negotiated with OPM in accordance with the Notice to Contractor.

Q13. How shall crews be trained for the handling of contaminated materials?

Refer to "Notice to Contractor – Environmental" in the Technical Specifications for training requirements.

Q.14. What clearing is the responsibility of the selected contractor? What will the end result of the current clearing contractors work be?

The selected contractor will be responsible for clearing only the areas specified in the bid package. The contractor will also be responsible for all of the site grubbing and stump removal.

The current clearing contractor shall cut all trees to stump height and shall mow all vegetation to the limits shown on the 'Clearing Plans – For Reference Only'. The current contractor shall remove all debris generated by his work. Additionally, the current contractor is responsible for the removal of all dead or uprooted trees and brush.

Q.15. With regard to the cast-in-place concrete walls, is damp proofing required only on the back of the walls, or is it required on top of the footings as well?

To clarify the detail provided, damp proofing is required along the back of the stem and on the top of footing.

Q16. Please clarify the polluted/contaminated soil handling a bit more. Please confirm that the only areas that require excavation and soil placement to maintain a 4 foot depth of cover are only areas designated ELUR 3, ELUR 4, ELUR 7, and ELUR 8 on sheet SPE-1. Also confirm that lowering

soils to maintain a 4 foot cover depth is not applicable in areas designated PS-A thru PS-L with the exception of when these overlap the aforementioned ELUR areas.

For Example: Please confirm the following procedure is acceptable for PS-G.

I can strip the topsoil and re-use it in PS-G or other areas per the general notes.

I can take soil from the cut area of PS-G and from boxing out the drive subgrade in PS-G and place it in the fill area of PS-G without burying anything 4 feet deep.

If there were utility trenches in PS-G, the spoils could also be placed in the fill area of PS-G without burying it.

Then I can replace the topsoil, seed, and gravel the drive.

The areas that require “Special Excavation” are shown on SPE-1 and are limited to ELUR-3, ELUR-4, ELUR-7 and ELUR-8. Lowering soils to maintain 4 foot depth is not necessary in the “Polluted Soil” areas, unless they overlap ELUR areas.

The hypothetical question regarding PS-G is an accurate interpretation of the methods OPM wishes to see used.

Q17. We believe it was specified that materials from one section could not be reused in another section, i.e. materials from the Recreation Field cannot be moved to the North Klondike and vice versa. Please clarify

Sheet PS-1 and PS-2 identify the locations where polluted soil may be reused, specifically oriented toward re-use in the originating area, followed by similar areas as designated in the notes for each location. Prioritization and sequencing of work in the areas of those volumes will likely promote material balancing. Recreation Field material is considered polluted soil and may only be reused within the Recreation Field dimensions. Contractor is reminded that UTC will conduct soil remediation activities in coordination with the project. That remediation must be completed before soil from that area may be relocated within the parcel. The location of the intended UTC remediation is shown on Sheet No. LA-1.

Q18. Are any pavement markings required on the paved areas?

There are no pavement markings included in the contract documents.

Q19. How shall the pumping of contaminated water be handled?

Per the contract documents, the Contractor shall adequately dewater excavations as necessary to complete all project work. Such work shall be included in the lump sum price bid for the work. Discharge shall be consistent with terms of CT DEP General Permit for the Discharge of Groundwater Remediation Wastewater Directly to Surface Water, as noted in Notice to

Contractor-Permits. Based on the Contractor's schedule, OPM will sample groundwater prior to deep excavation tasks in order to determine treatment requirements, if any. If treatment is necessary, OPM will advise the Contractor of treatment components to be provided, based on flow rate to be indicated by Contractor. The Contractor shall then submit a plan for treatment, including proposed equipment and methods, in order to comply with OPM's directive. Compensation for equipment and labor necessary for treatment will be provided on a cost-plus basis as extra work in accordance with the contract provisions.

Q20. In some areas of the existing drainage swales our stumping contractor claims he was told there will be no sumps pulled between the present silt fence and the actual water...it seems that all stumps must be removed in order to complete any grading, seeding, or planting, please clarify.

Stumps shall be removed where grading, seeding, or planting is shown on the plans.

Q21. There are still many high stumps and brush. Will these be cut flush and all brush removed under the existing contract or will this be a responsibility under the next contract?

See response to Q. 14.

Q22. Do "Amendments" that are posted to the website and labeled "updates" need to be recognized on the bid form as an "addendum" received?

Yes. However, please note that "Amendment 1" that was previously posted has been relabeled as "Addendum 1". We apologize for any confusion.

Q23. I do not see a "Vendor Profile Form" which is labeled as included in Appendix I.

See the above item 3 "Missing and illegible documents."

Q24. What is the "disclosure statement regarding conflict of interest"? I see a form labeled Conflict of Interest Statute, "CT General Statutes Sec. 1-85 (Formerly Sec. 1-68) Interest in conflict with discharge of duties. But there is no signature area or a place for Company Name. What type of a form should we use?

No form is provided for this statement. A simple notarized statement on letterhead stating whether the contractor is aware of any conflict is sufficient.

Q25. Information is conflicting about the "Affirmation of Receipt of State Ethics Laws Summary" form. Is it to be included with the bid form or submitted if awarded the project? This form is not in the listed docs on pg 7 of Section 3 Notice to Bidders.

The referenced form (OPM Form 6) must be submitted with the bid form.

Q.26. Is there a detail regarding the removing and resetting of chain link fence?

Removal of fencing should be in accordance with accepted industry practices and standards of care. Refer to Sheet No. SD-15 for installation details. As a clarification, barbed wire on existing fencing shall not be reset but shall be disposed of.

Q. 27. Will CL&P shield their lines in the project area?

The contractor is to coordinate utility line protection directly with CL&P and is responsible for the cost associated with the work.

Attachment 1: Draft Contract

Attachment 2: OPM Vendor Profile,

Attachment 3: Agency Vendor Form

Attachment 4: W-9 Request Form.

Attachment 5: February 18 prebid sign-in sheet.

 **AIA**® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the day of in the year 2010
(In words, indicate day, month and year.)

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

State of Connecticut, acting by its Secretary of the Office of Policy and Management
pursuant to Sections 32-655 and 32-656 C.G.S., as revised
450 Capitol Avenue
Hartford, CT 06106

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

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

Rentschler Field Parking and Traffic Circulation Project Construction Phase (Project
No. 3097-01)
615 Silver Lane
East Hartford, CT 06108

The Architect: The term "Architect" as used herein shall mean "Engineer"
(Name, legal status, address and other information)

Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410

ADDITIONS AND DELETIONS:

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

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

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
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- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**

ARTICLE 1 THE WORK OF THIS CONTRACT

(Paragraph deleted)

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

§ 1.2 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good, workmanlike, and first-class manner consistent with the Contract Documents; the prevailing applicable professional or industry standards, skill and care; sound practices; and to ensure that the Work is performed as expeditiously as is consistent with such skill and care and the orderly progress of the Project and in a manner that will not exceed the Contract Sum as set forth in this Agreement (the standards of this Section 1.2 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance,

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awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 1.3 The Contractor shall perform the Work in accordance with the Contract Documents and Applicable Law (as defined hereinafter). If applicable and required, the Contractor shall obtain all necessary permits not otherwise obtained by the Owner and post all necessary permits at the site.

§ 1.3.1 Applicable Law, as such term is used herein, shall mean all laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances or provisions of any federal or state government agency pertaining to the Work.

§ 1.4 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site and so as to limit interference with the ongoing use of the site.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner.

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

§ 2.2 The Contract Time shall be measured from the date of commencement. Time is of the essence in the performance of the Work.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Fifty-Two (352) days ("Contract Time") from the date of commencement ("Substantial Completion Date"), or as follows:

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

The critical path within the project schedule is dictated by the timely and successful completion of all work necessary for successful turf establishment for proposed parking areas such that all areas can be fully utilized by August 15, 2011. The Owner has certain contractual obligations to achieve this date for use of the lots and no extensions will be possible. The target activity date for completion of the seeding of the parking areas is no later than October 15, 2010 and the Critical Activity Date for the seeding of the parking areas is May 31, 2011 in order to assure successful turf establishment no later than August 15, 2011. If the parking areas have not been seeded by the Critical Activity Date, liquidated damages shall be assessed as described below in paragraph 2.3.2.

| Portion of Work | Substantial Completion Date |
|---|-----------------------------|
| , subject to adjustments of this Contract Time as provided in the Contract Documents. <i>(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)</i> | |
| § 2.3.1 In the event that the seeding of the parking areas is not substantially completed by the Critical Activity Date, the Contractor shall be liable for and shall pay the Owner the liquidated damages at the rate, as follows, from the Critical Activity Date set forth above until the establishment of turf in the parking areas in accordance with the Specifications is substantially completed: Two Thousand One Hundred Dollars (\$2,100) per day. | |
| § 2.3.2 The parties understand and agree that (i) by pursuing any relief pursuant to such liquidated damage provisions the parties do not intend to set a price for the privilege not to perform and the same is not a penalty, (ii) the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law, and (iii) the remedies available to Owner under this Agreement are cumulative and not exclusive. | |

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ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X]** Stipulated Sum, in accordance with Section 3.2 below
- [N/A]** Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- [N/A]** Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Dollars (\$), subject to additions and deductions as provided in the Contract Documents.

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

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

§ 3.2.2 Unit prices, if any, subject to the limitation and conditions set forth in the Specifications:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$ 0.00) |
|--------------------------------|-----------------------|--------------------------|
| Sedimentation Control System | Linear Foot | TBD |
| Borrow | Cubic Yard | TBD |
| Granular Fill | Cubic Yard | TBD |
| Unsuitable Material Excavation | Cubic Yard | TBD |
| Fiber Reinforced Turf | Acre | TBD |

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Allowance |
|------|-----------|
| TBD | |

§ 3.3 Intentionally Omitted

(Paragraphs deleted)

§ 3.4 Intentionally Omitted

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(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-first (21st) day of a month and a Certificate for Payment is issued by the Architect not later than the first (1st) day of the following month, the Owner shall make payment of the certified amount to the Contractor, or supply the Contractor with written notice that payment is being withheld from the Contractor together with an explanation of the basis for so withholding payment, not later than the 30th day of the same month. If a completed Application for Payment is received by the Architect after the date fixed above, payment or such written notice and explanation shall be made by the Owner not later than thirty (30) days after the Architect issues the Certificate for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Each payment by Owner shall be subject to retainage of ten percent (10%). The total retainage shall be paid to Contractor upon Substantial Completion of the Work less an amount equal to 200% of the cost reasonably estimated by the Owner to achieve Final Completion of Work.

§ 4.1.

Interest will not be paid on late payments

§ 4.1.6 Each Application for Payment submitted by the Contractor to the Architect and by each Subcontractor to the Contractor shall be on such AIA form as the Owner directs, and in the absence of such direction from the Owner, on the form of AIA Documents G702 and G703. Each Application for Payment shall contain sufficient documentation and additional information as directed or requested by the Architect or the Owner.

§ 4.1.7 With the second of each Application for Payment and thereafter, and prior to the Payment of each such progress payment, the Contractor and each Subcontractor shall submit effective lien waivers.

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§ 4.1.8 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

(Paragraphs deleted)

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor as provided in Section 15.6 when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final

(Paragraphs deleted)
payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1

(Paragraphs deleted)

§ 5.1.1 Notwithstanding anything herein to the contrary, any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, relating to the Work shall be resolved in accordance with the provisions of Section 4-61 of the C.G.S. as revised.

(Paragraphs deleted)

§ 5.1.2 Notwithstanding the event of any claim or other matter in question as to the Project arising out of our relating to this Agreement or the breach thereof, the Contractor shall carry on the subject Work so long as the Owner continues to make proper payments of all undisputed amounts to the Contractor in accordance with the terms of the Agreement.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|-------------------|-------|
| Additional General Conditions | General Conditions for Facilities and Services, United Technologies Corporation, Pratt & Whitney | | 10 |
| Permit | Army Corp of Engineers Permit #NAE-207-2818 | November 5, 2009 | 18 |
| Permit Supplement | Army Corp of Engineers Permit #NAE-207-2818 Supplement | November 23, 2009 | 1 |
| Water Diversion Permit Water Quality Certification | Water Diversion Permit No. DIV 200800994 Section 401 Water Quality Certification No. WQC 200800995 | October 23, 2009 | 6 |

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Permit

DEP Inland Wetlands and
Watercourses Permit No. IW-
200903066

October 16, 0229 6

General Permit Registrations
Various

See Notice to Contractor - Permits

§ 6.1.3 The Specifications:

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

Specifications entitled "Parking and Traffic Circulation Improvements at Rentschler Field, East Hartford, Connecticut, MMI #3097-01, Technical Specifications," dated January 15, 2010.

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

§ 6.1.4 The Drawings:

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

Plan set entitled "Rentschler Field Parking and Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management, MMI # 3097-01 Construction Documents, January 15, 2010" by Milone & MacBroom, Inc., consisting of the following :

| Numbers (unnumbered) | Title | Date |
|-------------------------|--|------------------|
| IN | Title Sheet | January 15, 2010 |
| SA-1 | Index Plan | |
| EX-1 - EX-6 | Site Access Plan | |
| D-1 - D-6 | Site Plan - Existing Conditions | |
| LA-1 - LA-6 | Demolition & Grubbing Plan | |
| FE-1 - FE-5 | Site Plan - Layout & Landscaping | |
| GR-1 - GR-6 | Site Plan - Fencing | |
| DR-1 - DR-6 | Site Plan - Grading | |
| SE-1 - SE-6 | Site Plan - Drainage & Sanitary | |
| PRO-1 - PRO-3 | Site Plan - Sediment & Erosion Control | |
| XSC-1 - XSC-12 | Roadway Profiles | |
| IN_STR | Roadway Cross Sections | |
| STR-1 - STR-22 | Index Plan Structures | |
| BOR-1 - BOR-3 | Culverts - General Plan | |
| UT-1 - UT-2 | Boring and Test Pit Logs | |
| SD-1 - SD-15 | Utility Plan | |
| SD-16 | Site Detail Sheets | |
| EL-1 - EL-5 | Illumination Plans & Details | |
| MI | Wetland Mitigation Plan | |
| SPE-1 | Site Plan - Special Excavation Plan | |
| PS-1 - PS-2 | Site Plan - Polluted Soil Reuse Plan | |
| C-1 - C-4 | Clearing Plan (for reference only) | |

§ 6.1.5 The Addenda, if any: TBD

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

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

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

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User Notes:

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Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

- Exhibit A - Sales and Use Tax Exemption Information
- Exhibit B - State Contracting Requirements

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

§ 7.1.1 The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), 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. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

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

§ 7.1.3 If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Owner, the Contractor shall provide the better quality of, or the greater quantity of, that work or materials.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

(Paragraph deleted)

§ 7.3.1 The term "Work" means the construction and services required by the Contract Documents or which can reasonably be inferred as necessary to produce the results intended by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

§ 7.4 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.

§ 7.5 USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.

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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.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 Intentionally Omitted.

§ 8.1.2 Intentionally Omitted.

§ 8.1.3 If applicable except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.1.4 Notwithstanding anything in this Agreement or the Contract Documents to the contrary, nothing in this Agreement or the Contract Documents shall be construed as a representation by the Owner as to the existing conditions on the Project site.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become informed of the site conditions, including the boundaries and layout of the Project Site, and of local conditions under which the Work is to be performed; (ii) reviewed the Contract Documents; and (iii) correlated personal observations with requirements of the Contract Documents.

§ 9.1.1.2 On the basis of the review described in Section 9.1.1, the Contractor, by its execution of the Contract, represents that the Work as described in the Contract Documents will (i) comply with Applicable Law; (ii) can be so constructed within the Contract Time and Contract Sum.

§ 9.1.1.3 The Contractor shall conduct the Work notwithstanding any patent or latent defects or unforeseen conditions on the Project site, and, notwithstanding anything to the contrary in this Agreement, without adjustment in the Contract Sum or extension of the Contract Time.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, 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

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shall promptly report to the Architect and Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work consistent with the Contractor's Standard of Care. 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.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors and shall indemnify, defend, and hold harmless the Owner against all costs and expenses, including reasonable attorneys' fees, incurred as a result of such acts and omissions.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them. The Owner may direct the Contractor to remove any employee or other worker from the jobsite for improper or unsafe behavior.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner in accordance with a Modification.

§ 9.4 WARRANTY

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

§ 9.4.2 The Contractor warrants all labor materials and workmanship for thirteen (13) months from Final Completion.

§ 9.5 TAXES

The Owner is a tax-exempt entity. Exhibit A sets forth the details of the applicable tax exemptions as provided by the Connecticut General Statutes and regulations promulgated thereunder. The sales or use tax exempted thereby shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request to the Owner.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, and if required, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. 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.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule approved by the Owner.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

(Paragraph deleted)

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

§ 9.10.2 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work or other activities being performed by the Owner or its other contractors in or about the premises and shall coordinate with the Owner, upon the Owner's request, in the planning of such other work or activities

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract, and shall provide sufficient dumpsters and refuse containers for the same. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and, if required by the Contract Documents, surplus material from and about the Project. The Contractor shall use its best efforts to prevent dust, debris and odor.

§ 9.13 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.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. For any portion of the Work performed on property owned by United Technologies Corporation ("UTC"), the Contractor shall also provide authorized representatives of UTC access to the Work.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Owner and its consultants, agents, and employees from and against any and all damages; losses; suits; actions; liabilities; professional fees, including attorneys' fees; costs, including court costs; expenses; disbursements; or claims of any kind or nature, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Work of the Contractor, its subcontractors authorized agents or employees. 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 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.16 The Contractor shall send its qualified representative to participate in periodic progress meetings held at such time and at such place as the Owner shall designate.

§ 9.17 CONTRACTOR'S REPRESENTATIONS

§ 9.17.1 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 Documents, which representations and warranties shall survive the execution and delivery of the Contract Documents and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 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;
- .3 that it is authorized to do business in the State of Connecticut and is properly licensed and prequalified by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- .4 that its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporation action;
- .5 that its duly authorized representative has visited the site of the Work, familiarized itself with the site conditions, including the utility systems on the site and including any defects on the site, and of local conditions under which the Work is to be performed and correlated his or her observations with the requirements of the Contract Documents; and
- .6 that the Owner has made no representations to the Contractor as to the existing conditions on the site, including the electrical systems on the site.

§ 9.18 The Contractor shall furnish to the Owner in writing the names, addresses and telephone numbers of those in its organization to be contacted in the event of an after-hours emergency.

§ 9.19 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 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.

§ 10.4 Based on the Architect's evaluations of the Work and 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.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 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.

§ 10.7 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 will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

§ 10.9 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, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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. Contractor will only engage Subcontractors who are fully experienced to perform the Services

required by this Contract and properly qualified, licensed, certified, equipped and insured to perform the Services required herein.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

The Contractor shall make a good faith effort to meet the small contractor and minority business enterprise set-aside goals established pursuant to C.G.S. sec. 4a-60g, which are 25 % of the Contract Sum to small contractors, of which 25% (6.25% of the Contract Sum) shall be to minority business enterprises.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 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 (including, but not limited to, contracts awarded by UTC to perform environmental remediation on the Project Site) 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 21.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on

adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21. The Contractor's sole remedy for any delay shall be an extension of the Contract Time unless such delay is caused by intentional acts constituting intentional interference by the Owner and except as set forth in Article 13 of this Agreement.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

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

§ 15.1.2 Intentionally Omitted.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 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 other encumbrances adverse to the Owner's interests.

§ 15.1.5 With each Application for Payment the Contractor shall report in a form acceptable to the Owner on subcontract amounts paid to set-aside small contractor and minority business enterprise subcontractors and progress toward local hiring goals.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's properly completed 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 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations 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.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 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 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion

(Paragraphs deleted)

§ 15.3 PAYMENT

The Owner shall make such payments as are requested by the Contractor with an Application for Payment provided that (i) Contractor is in compliance with all Contract terms and conditions; and (ii) the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and that such amounts as are requested by the Contractor are not necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

(Paragraphs deleted)

§ 15.4 PROGRESS PAYMENTS

§ 15.4.1 The Contractor shall pay each Subcontractor, no later than fifteen (15) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by

appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.4.2 The Owner and Architect shall not have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.4.3 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.

§ 15.4.4 The Contractor shall promptly advise the Owner 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 Contractor.

§ 15.5 SUBSTANTIAL COMPLETION

§ 15.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Project shall be deemed to have achieved Substantial Completion when all of the following have occurred:

- .1 The Work has been executed in a manner consistent with the Contract Document;
- .2 The necessary permits have been issued.

§ 15.5.2 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 Owner 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.

§ 15.5.3
(Paragraphs deleted)

Upon receipt of the Contractor's list, the Owner and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner and Architect determine that the Work or designated portion thereof is substantially complete, the Owner and Contractor shall establish their respective responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list submitted by the Contractor pursuant to Section 15.4.2. 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 Contract Documents.

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

§ 15.5.5 Upon Substantial Completion, the Contractor shall provide the Owner with a Property Inventory Report in the form requested by the Owner. The Contractor shall revise such Property Inventory Report at any time before or after Final Completion at the request of the Owner.

§ 15.6 FINAL COMPLETION AND FINAL PAYMENT

§ 15.6.1 The Project shall be deemed to have achieved Final Completion, and Final payment, constituting the entire unpaid balance of the Contract Sum shall be due, when all of the items set forth in Section 15.4 hereof have occurred and all of the following additional items have occurred:

- .1 The Work has been performed in a manner consistent with the Contract Documents
- .2 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 All punch list items have been completed to the satisfaction of the Owner, and the Contractor has delivered all required evidence of completion to the Owner;
- .4 The Contractor has provided the Owner with the final lien waivers as described in Section 15.5.4, copies of all permits and approvals, a list of all subcontractors who performed work or provided materials with respect to the Project, a final report of

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payments to set-aside small contractor and minority business enterprise subcontractors and compliance with local hiring goals and as-built drawings.

§ 15.6.2 Final payment shall not become due until the Owner has received full and final lien releases and waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's affidavit or sworn statement covering all Work for the Project; the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.6.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.6.4 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.

§ 15.6.5 Upon final payment, the Contractor shall furnish to Owner any of the documents used in construction, including the System Plans (collectively, the "Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and the 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;
- .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; and
- .4 such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events.

The Contractor acknowledges its acceptance of and shall comply with the safety training requirements ("Requirements") of United Technologies Corporation - Pratt & Whitney Aircraft Company ("P&W") for all persons working on the property of UTC. Such requirements are available at [www.\[\]](http://www.[]).

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 and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to 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 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

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§ 16.2 SITE CONTAMINATION AND HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents and all applicable laws and regulations regarding site contamination and hazardous materials, including those requirements addressing unknown conditions. Contractor shall conduct and maintain, and require all Subcontractors to conduct and maintain, all operations, activities and property at the Project Site in accordance with all applicable Environmental laws and regulations. The Owner has retained an environmental oversight consultant to monitor construction activities. If the Contractor encounters a hazardous material or contamination not identified in the Contract Documents, the Contractor shall, upon recognizing the condition, immediately report the condition to the Environmental Oversight Consultant and identify the actions the Contractor proposes to take to maintain schedule for the Work. The Environmental Oversight Consultant shall approve the Contractor's proposed actions or direct the Contractor to modify them...

§ 16.2.2 Intentionally deleted.

§ 16.2.3 Intentionally deleted.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the greater of (i) the amounts specified in Section 17.1.1, (ii) any limits of liability specified in the Contract Documents, and (iii) any limits of liability required by law. Such insurance shall include contractual liability insurance applicable to the Contractor's obligations, including those under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner

§ 17.1.1 The Contractor shall obtain insurance coverage of the nature and in amounts no less than those specified in this Section 17.1.1. The Contractor shall require its subcontractors to obtain insurance coverage of such natures and such amounts unless otherwise agreed to by the Owner.

- .1 Workers' Compensation Insurance, statutory benefits, with employer's liability limits of at least [Five Hundred Thousand Dollars (\$500,000.00)]
- .2 Commercial General Liability Insurance shall be insured at a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability; with such Commercial General Liability Insurance coverage to include premises and operations liability, contractual liability, products/completed operations, personal and advertising injury, broad form property damage and independent contractor's liability; If a general aggregate is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit. Coverage for hazards of explosion, collapse, and underground subsidence (X-C-U) must also be included when applicable to the Work. Products and completed operations insurance shall be maintained for a period of three (3) years after Substantial Completion.
- .3 Motor vehicle liability shall be insured at a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability; and
- .4 Umbrella insurance at a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) total aggregate liability.

§ 17.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut, shall be in form reasonably satisfactory to the Owner and to P&W and shall contain a provision prohibiting cancellation except upon at least twenty (20) days prior notice to P&W and shall contain a complete waiver by the insurer of subrogation against the Owner and P&W. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one

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insured, the policy will operate, except for the limits of liability as if there were a separate policy covering each insured. Certified copies of said policies or certificates evidencing such insurance naming United Technologies Corporation as an additional insured shall be filed with the Owner and P&W before Work is started.

§ 17.1.3 All insurance policies required under this Section 17.1 shall include the Owner, United Technologies Corporation Pratt and Whitney Aircraft Company, RFDCI, LLC, and AEG/Northland as additional insureds for premises, operations and completed operations, and the above shall be shown as such on the Certificate of Insurance. The coverage afforded to the Owner under such policies shall be primary to, and non-contributing with any other insurance, primary, excess, or umbrella available to the Owner. If Contractor fails to procure insurance for the Owner as required hereunder, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums that would otherwise have been paid by the Contractor's required insurance.

Contractor shall assume all deductibles.

§ 17.2 Intentionally Left Blank

(Paragraphs deleted)

§ 17.3 Intentionally Left Blank

(Paragraphs deleted)

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Contractor shall furnish to the Owner, and keep in force during the term of the Agreement, performance and labor and material payment bonds guaranteeing that the contractor will perform its obligations under the Agreement and will pay for all labor and materials furnished for the Work. Such bonds shall be issued in a form and by a surety reasonably acceptable to the Owner, shall be submitted to the Owner for approval as to form, shall name the Owner as obligee and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract Documents). The Contractor shall deliver the executed, approved bonds to the Owner within five (5) days after execution of this Agreement and prior to commencement of the Work.

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, 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 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the
(Paragraphs deleted)
other.

§ 19.2 GOVERNING LAW AND FORUM

This Agreement shall be governed by, and, whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under the laws of the State of Connecticut, without regard to its conflict of laws provisions. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable. To the extent that any immunities provided by federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. Contractor shall irrevocably waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Contractor acknowledges and agrees that nothing in this Contract shall be construed as a waiver by State of any rights or defenses of sovereign immunity with respect to this Contract. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity contracted by the Owner, or with the appropriate public authority. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Owner and the Architect may be present for such procedures.

§ 19.4 NON-RESIDENT CONTRACTOR

If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (E) of Section 12-430(7).

§ 19.5 Without limiting any other provision of this Agreement, the Contractor shall be responsible for all costs and penalties caused by its failure to comply with Applicable Law, and, in the event of such failure, shall indemnify the Owner pursuant to Sections 9.15.1 and 9.15.2 hereof.

§ 19.6 Any commencement of the Work by the Contractor or its agents, servants, employees or subcontractors shall constitute an acceptance of this Agreement as is, and shall have the same force and effect as though same were fully executed.

§ 19.7 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder, to the extent reasonably necessary to protect the Owner's interest, if any one or more of the following conditions exists:

- .1 The Contractor is in material default of any of its obligations hereunder;

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.2 Any part of such payment is attributable to any portion of the Work which, because of the fault or neglect of the Contractor is defective or not performed in accordance with the Agreement or the Contractor's Standard of Care.

§ 19.8. WAGES AND EMPLOYMENT PREFERENCE

§ 19.8.1 The wages paid on a 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 General Statutes of Connecticut 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 public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

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

§ 19.8.3 The Contractor shall make a good-faith effort to achieve the local hiring goals for the Project established pursuant to C.G.S. 32-656 and other applicable statutes. The applicable goals are thirty (30) percent of the work force to be residents of Hartford or East Hartford; fifteen (15) percent of the work force to be minority males; and six and nine-tenths (6.9) percent women

§ 19.9 SOVEREIGN IMMUNITY

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses or sovereign immunity which it may have with respect to any matters arising out of this Agreement except as provided in Section 4-61 of the C.G.S. as revised or as otherwise provided by law.

§ 19.10 SEVERABILITY

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

§ 19.11 THIRD PARTIES

The Owner shall not be obligated or liable hereunder to pay any party other than the Contractor.

(Paragraph deleted)

§ 19.12 NON-WAIVER

In no event shall the making by the Owner of any payment to the Contractor constitute or be construed as a waiver by the Owner of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Owner while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Owner in respect to such breach or default.

§ 19.13 CONTRACTOR

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Owner, nor has the Contractor made an admission of built of such conduct, which is a matter of record.

§ 19.14 ADMINISTRATIVE AND STATUTORY REQUIREMENTS

The Contractor hereby acknowledges and agrees to comply, and that it will require its consultants to comply, with the provisions of Exhibit A entitled "State Contracting Requirements" ("Revised November 2009") attached hereto as Exhibit B and made a part hereof.

§ 19.15 NOTICES

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be deemed delivered (i) upon the delivery by facsimile electronic transmission (provided that such facsimile is sent on a business day prior to 5:00 p.m. of the recipient's local time, and a confirmation copy is sent via another manner set forth in this Section 19.15, (ii) the next business day following delivery to Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, or (iii) two (2) business days following deposit thereof in the United States mail, certified mail (return receipt requested), provided such notices shall be addressed or delivered to the parties at their respective addresses or facsimile telephone numbers set forth below. Copies of all notices delivered hereunder relating to any default, breach, indemnity or reimbursement claim, termination or other matter of similar import, shall also be delivered in the same manner to counsel as indicated below, but the failure to deliver such copy shall not affect the validity or sufficiency of any such notice.

If to Architect:

Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410
Attn: []

If to the State:

Office of Policy and Management
Adriaen's/Rentschler Project Office
100 Columbus Boulevard
Hartford, CT 06106
Attention: Project Comptroller
Facsimile: (860) 251-8143

and

Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106
Attention: Director of Legal Affairs
Facsimile: (860) 418-6487

With a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attention: Arnold K. Shimelman, Esq.
Facsimile: (860) 251-5816

§ 19.16 CONSTRUCTION SAFETY AND HEALTH COURSE

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date of this Agreement the Contractor shall furnish proof to the Labor Commissioner that all employees of the Contractor and its Subcontractors performing manual labor on the Project, pursuant to this Agreement, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment or provide the Contractor with notice that payment will be withheld together with an explanation of the basis for withholding payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit for such executed Work, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The Owner's and contractor's respective obligation for payment under this Section 20.2.4 shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable and actual costs incurred by reason of such termination. The Owner may, at its option, require the Contractor to promptly assign and deliver to the Owner all Contract Documents.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect shall be referred initially to the Architect for decision and approval by the Owner. After the initial decision by the Architect, and if not approved by the Owner, the Contractor may seek relief as set forth in Section 5.1.1.

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

(Table deleted)(Paragraphs deleted)

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Additions and Deletions Report for AIA® Document A107™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:16:18 on 02/24/2010.

PAGE 1

AGREEMENT made as of the day of in the year 2010

...

State of Connecticut, acting by its Secretary of the Office of Policy and Management
pursuant to Sections 32-655 and 32-656 C.G.S., as revised
450 Capitol Avenue
Hartford, CT 06106

...

Rentschler Field Parking and Traffic Circulation Project Construction Phase (Project No. 3097-01)
615 Silver Lane
East Hartford, CT 06108

The Architect: The term "Architect" as used herein shall mean "Engineer"
(Name, legal status, address and other information)

Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410

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

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

§ 1.2 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good, workmanlike, and first-class manner consistent with the Contract Documents; the prevailing applicable professional or industry standards, skill and care; sound practices; and to ensure that the Work is performed as expeditiously as is consistent with such skill and care and the orderly progress of the Project and in a manner that will not exceed the Contract Sum as set forth in this Agreement (the standards of this Section 1.2 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include

the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 1.3 The Contractor shall perform the Work in accordance with the Contract Documents and Applicable Law (as defined hereinafter). If applicable and required, the Contractor shall obtain all necessary permits not otherwise obtained by the Owner and post all necessary permits at the site.

§ 1.3.1 Applicable Law, as such term is used herein, shall mean all laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances or provisions of any federal or state government agency pertaining to the Work.

§ 1.4 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site and so as to limit interference with the ongoing use of the site.

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

...

§ 2.2 The Contract Time shall be measured from the date of commencement. Time is of the essence in the performance of the Work.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Fifty-Two (352) days ("Contract Time") from the date of commencement, commencement ("Substantial Completion Date"), or as follows:

...

The critical path within the project schedule is dictated by the timely and successful completion of all work necessary for successful turf establishment for proposed parking areas such that all areas can be fully utilized by August 15, 2011. The Owner has certain contractual obligations to achieve this date for use of the lots and no extensions will be possible. The target activity date for completion of the seeding of the parking areas is no later than October 15, 2010 and the Critical Activity Date for the seeding of the parking areas is May 31, 2011 in order to assure successful turf establishment no later than August 15, 2011. If the parking areas have not been seeded by the Critical Activity Date, liquidated damages shall be assessed as described below in paragraph 2.3.2.

...

§ 2.3.1 In the event that the seeding of the parking areas is not substantially completed by the Critical Activity Date, the Contractor shall be liable for and shall pay the Owner the liquidated damages at the rate, as follows, from the Critical Activity Date set forth above until the establishment of turf in the parking areas in accordance with the Specifications is substantially completed: Two Thousand One Hundred Dollars (\$2,100) per day.

§ 2.3.2 The parties understand and agree that (i) by pursuing any relief pursuant to such liquidated damage provisions the parties do not intend to set a price for the privilege not to perform and the same is not a penalty, (ii) the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law, and (iii) the remedies available to Owner under this Agreement are cumulative and not exclusive.

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Stipulated Sum, in accordance with Section 3.2 below

[N/A] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[N/A] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

§ 3.2 The Stipulated Sum shall be Dollars (\$) , subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 Unit prices, if any, subject to the limitation and conditions set forth in the Specifications:

| | | |
|---------------------------------------|--------------------|------------|
| <u>Sedimentation Control System</u> | <u>Linear Foot</u> | <u>TBD</u> |
| <u>Borrow</u> | <u>Cubic Yard</u> | <u>TBD</u> |
| <u>Granular Fill</u> | <u>Cubic Yard</u> | <u>TBD</u> |
| <u>Unsuitable Material Excavation</u> | <u>Cubic Yard</u> | <u>TBD</u> |
| <u>Fiber Reinforced Turf</u> | <u>Acre</u> | <u>TBD</u> |

TBD

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE Intentionally Omitted

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE Intentionally Omitted

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

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User Notes:

(830034006)

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

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

Item

Units and Limitations

Price Per Unit (\$ 0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item

Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last 20th day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-first (21st) day of a month and a Certificate for Payment is issued by the Architect not later than the first (1st) day of the following month, the Owner shall make payment of the certified amount to the Contractor, or supply the Contractor with written notice that payment is being withheld from the Contractor together with an explanation of the basis for so withholding payment, not later than the 30th day of the same month. If an a completed Application for Payment is received by the Architect after the date fixed above, payment or such written notice and explanation shall be made by the Owner not later than thirty (30) days after the Architect receives the Application issues the Certificate for Payment.

...

Each payment by Owner shall be subject to retainage of ten percent (10%). The total retainage shall be paid to Contractor upon Substantial Completion of the Work less an amount equal to 200% of the cost reasonably estimated by the Owner to achieve Final Completion of Work.

§ 4.1.

Interest will not be paid on late payments

§ 4.1.6 Each Application for Payment submitted by the Contractor to the Architect and by each Subcontractor to the Contractor shall be on such AIA form as the Owner directs, and in the absence of such direction from the Owner, on the form of AIA Documents G702 and G703. Each Application for Payment shall contain sufficient documentation and additional information as directed or requested by the Architect or the Owner.

§ 4.1.7 With the second of each Application for Payment and thereafter, and prior to the Payment of each such progress payment, the Contractor and each Subcontractor shall submit effective lien waivers.

§ 4.1.8 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

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

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

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor as provided in Section 15.6 when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect payment.

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

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§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

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

§ 5.1.1 Notwithstanding anything herein to the contrary, any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, relating to the Work shall be resolved in accordance with the provisions of Section 4-61 of the C.G.S. as revised.

— Arbitration pursuant to Section 21.4 of this Agreement

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

§ 5.1.2 Notwithstanding the event of any claim or other matter in question as to the Project arising out of our relating to this Agreement or the breach thereof, the Contractor shall carry on the subject Work so long as the Owner continues to make proper payments of all undisputed amounts to the Contractor in accordance with the terms of the Agreement.

| | | |
|---|---|----------------------------|
| <u>Additional General Conditions</u> | <u>General Conditions for Facilities and Services, United Technologies Corporation, Pratt & Whitney</u> | <u>10</u> |
| <u>Permit</u> | <u>Army Corp of Engineers Permit #NAE-207-2818</u> | <u>November 5, 2009 18</u> |
| <u>Permit Supplement</u> | <u>Army Corp of Engineers Permit #NAE-207-2818 Supplement</u> | <u>November 23, 2009 1</u> |
| <u>Water Diversion Permit Water Quality Certification</u> | <u>Water Diversion Permit No. DIV 200800994 Section 401 Water Quality Certification No. WQC 200800995</u> | <u>October 23, 2009 6</u> |
| <u>Permit</u> | <u>DEP Inland Wetlands and Watercourses Permit No. IW-200903066</u> | <u>October 16, 2009 6</u> |
| <u>General Permit Registrations Various</u> | <u>See Notice to Contractor - Permits</u> | |

PAGE 7

Specifications entitled "Parking and Traffic Circulation Improvements at Rentschler Field, East Hartford, Connecticut, MMI #3097-01, Technical Specifications," dated January 15, 2010.

Plan set entitled "Rentschler Field Parking and Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management, MMI # 3097-01 Construction Documents, January 15, 2010" by Milone & MacBroom, Inc., consisting of the following :

| <u>NumberNumbers</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|---|-------------------------|
| <u>(unnumbered)</u> | <u>Title Sheet</u> | <u>January 15, 2010</u> |
| <u>IN</u> | <u>Index Plan</u> | |
| <u>SA-1</u> | <u>Site Access Plan</u> | |
| <u>EX-1 - EX-6</u> | <u>Site Plan - Existing Conditions</u> | |
| <u>D-1 - D-6</u> | <u>Demolition & Grubbing Plan</u> | |
| <u>LA-1 - LA-6</u> | <u>Site Plan - Layout & Landscaping</u> | |
| <u>FE-1 - FE-5</u> | <u>Site Plan - Fencing</u> | |
| <u>GR-1 - GR-6</u> | <u>Site Plan - Grading</u> | |
| <u>DR-1 - DR-6</u> | <u>Site Plan - Drainage & Sanitary</u> | |
| <u>SE-1 - SE-6</u> | <u>Site Plan - Sediment & Erosion Control</u> | |
| <u>PRO-1 - PRO-3</u> | <u>Roadway Profiles</u> | |
| <u>XSC-1 - XSC-12</u> | <u>Roadway Cross Sections</u> | |
| <u>IN STR</u> | <u>Index Plan Structures</u> | |
| <u>STR-1 - STR-22</u> | <u>Culverts - General Plan</u> | |
| <u>BOR-1 - BOR-3</u> | <u>Boring and Test Pit Logs</u> | |

UT-1 – UT-2
SD-1 – SD-15
SD-16
EL-1 – EL-5
MI
SPE-1
PS-1 – PS-2
C-1 – C-4

Utility Plan
Site Detail Sheets

Illumination Plans & Details
Wetland Mitigation Plan
Site Plan - Special Excavation Plan
Site Plan - Polluted Soil Reuse Plan
Clearing Plan (for reference only)

§ 6.1.5 The Addenda, if any: TBD

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- ~~.1~~ Exhibit A, Determination of the Cost of the Work, if applicable.
~~.2~~ AIA Document E201™, 2007, Digital Data Protocol Exhibit, if completed, or the following:

...

- ~~.3~~ .2 Other documents:

...

Exhibit A - Sales and Use Tax Exemption Information
Exhibit B - State Contracting Requirements

...

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), 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. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. § 7.1.1 The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), 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. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

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

§ 7.1.3 If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Owner, the Contractor shall provide the better quality of, or the greater quantity of, that work or materials.

...

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.

§ 7.3.1 The term "Work" means the construction and services required by the Contract Documents or which can reasonably be inferred as necessary to produce the results intended by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

§ 7.5

OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
USE OF DRAWINGS
SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

~~§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

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~~§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.~~

~~Intentionally Omitted.~~

~~§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

~~Intentionally Omitted.~~

~~§ 8.1.3 Except If applicable except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.~~

~~§ 8.1.4 Notwithstanding anything in this Agreement or the Contract Documents to the contrary, nothing in this Agreement or the Contract Documents shall be construed as a representation by the Owner as to the existing conditions on the Project site.~~

~~§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with informed of the site conditions, including the boundaries and layout of the Project Site, and of local conditions under which the Work is to be performed and performed; (ii) reviewed the Contract Documents; and (iii) correlated personal observations with requirements of the Contract Documents.~~

~~§ 9.1.1.2 On the basis of the review described in Section 9.1.1, the Contractor, by its execution of the Contract, represents that, the Work as described in the Contract Documents will (i) comply with Applicable Law; (ii) can be so constructed within the Contract Time and Contract Sum.~~

~~§ 9.1.1.3 The Contractor shall conduct the Work notwithstanding any patent or latent defects or unforeseen conditions on the Project site, and, notwithstanding anything to the contrary in this Agreement, without adjustment in the Contract Sum or extension of the Contract Time.~~

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, 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 any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

PAGE 10

§ 9.2.1 The Contractor shall supervise and direct the ~~Work, using the Contractor's best skill and attention. Work consistent with the Contractor's Standard of Care.~~ 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.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. Subcontractors and shall indemnify, defend, and hold harmless the Owner against all costs and expenses, including reasonable attorneys' fees, incurred as a result of such acts and omissions.

...

§ 9.3.2 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 skilled in tasks assigned to them. The Owner may direct the Contractor to remove any employee or other worker from the jobsite for improper or unsafe behavior.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, ~~after evaluation by the Architect and Owner~~ in accordance with a Modification.

...

~~The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.~~ **§ 9.4.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.4.2 The Contractor warrants all labor materials and workmanship for thirteen (13) months from Final Completion.

...

~~The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ Owner is a tax-exempt entity. Exhibit A sets forth the details of the applicable tax exemptions as provided by the Connecticut General Statutes and regulations promulgated thereunder. The sales or use tax exempted thereby shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request to the Owner.

...

§ 9.6.1 Unless otherwise provided in the Contract Documents, and if required, the Contractor shall secure and pay for the building permit as well as 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.

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

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect approved by the Owner.

...

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

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

§ 9.10.2 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work or other activities being performed by the Owner or its other contractors in or about the premises and shall coordinate with the Owner, upon the Owner's request, in the planning of such other work or activities

...

~~The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Contract, and shall provide sufficient dumpsters and refuse containers for the same. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and and, if required by the Contract Documents, surplus material from and about the Project. The Contractor shall use its best efforts to prevent dust, debris and odor.~~

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~~The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. For any portion of the Work performed on property owned by United Technologies Corporation ("UTC"), the Contractor shall also provide authorized representatives of UTC access to the Work.~~

...

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. agrees to indemnify, defend and hold harmless the Owner and its consultants, agents, and employees from and against any and all damages; losses; suits; actions; liabilities; professional fees, including attorneys' fees; costs, including court costs; expenses; disbursements; or claims of any kind or nature, for injury to or death of any person or damage to any property (including loss of use thereof) arising

out of or in connection with the performance of the Work of the Contractor, its subcontractors authorized agents or employees. 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 9.15.1.

§ 9.16 The Contractor shall send its qualified representative to participate in periodic progress meetings held at such time and at such place as the Owner shall designate.

§ 9.17 CONTRACTOR'S REPRESENTATIONS

§ 9.17.1 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 Documents, which representations and warranties shall survive the execution and delivery of the Contract Documents and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 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;
- .3 that it is authorized to do business in the State of Connecticut and is properly licensed and prequalified by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- .4 that its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporation action;
- .5 that its duly authorized representative has visited the site of the Work, familiarized itself with the site conditions, including the utility systems on the site and including any defects on the site, and of local conditions under which the Work is to be performed and correlated his or her observations with the requirements of the Contract Documents; and
- .6 that the Owner has made no representations to the Contractor as to the existing conditions on the site, including the electrical systems on the site.

§ 9.18 The Contractor shall furnish to the Owner in writing the names, addresses and telephone numbers of those in its organization to be contacted in the event of an after-hours emergency.

§ 9.19 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

PAGE 13

§ 10.9 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.

...

§ 11.1 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. Contractor will only engage Subcontractors who are fully experienced to perform the Services required by this Contract and properly qualified, licensed, certified, equipped and insured to perform the Services required herein.

PAGE 14

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, Owner, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

The Contractor shall make a good faith effort to meet the small contractor and minority business enterprise set-aside goals established pursuant to C.G.S. sec. 4a-60g, which are 25 % of the Contract Sum to small contractors, of which 25% (6.25% of the Contract Sum) shall be to minority business enterprises.

§ 12.1 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 (including, but not limited to, contracts awarded by UTC to perform environmental remediation on the Project Site) 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 21.

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Owner and Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

PAGE 15

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall may be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 - PAYMENTS AND COMPLETION The Contractor's sole remedy for any delay shall be an extension of the Contract Time unless such delay is caused by intentional acts constituting intentional interference by the Owner and except as set forth in Article 13 of this Agreement. ARTICLE 15 - PAYMENTS AND COMPLETION

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

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.
Intentionally Omitted.

...

§ 15.1.5 With each Application for Payment the Contractor shall report in a form acceptable to the Owner on subcontract amounts paid to set-aside small contractor and minority business enterprise subcontractors and progress toward local hiring goals.

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's properly completed 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 15.2.3.

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§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 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 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

§ 15.3 PROGRESS PAYMENTS/PAYMENT

The Owner shall make such payments as are requested by the Contractor with an Application for Payment provided that (i) Contractor is in compliance with all Contract terms and conditions; and (ii) the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and that such amounts as are requested by the Contractor are not necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

~~§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.~~

~~§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.~~

~~§ 15.3.3 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.~~

§ 15.4 SUBSTANTIAL COMPLETION PROGRESS PAYMENTS

~~§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Contractor shall pay each Subcontractor, no later than fifteen (15) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.~~

~~§ 15.4.2 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. The Owner and Architect shall not have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.~~

~~§ 15.4.3 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. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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. 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.~~

~~§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Contractor shall promptly advise the Owner 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 Contractor.~~

§ 15.5 FINAL COMPLETION AND FINAL PAYMENTS SUBSTANTIAL COMPLETION

~~§ 15.5.1 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 stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that~~

the Owner can occupy or utilize the Work for its intended use. The Project shall be deemed to have achieved Substantial Completion when all of the following have occurred:

- .1 The Work has been executed in a manner consistent with the Contract Document;
- .2 The necessary permits have been issued.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. 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 Owner 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.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by Upon receipt of the Contractor's list, the Owner and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner and Architect determine that the Work or designated portion thereof is substantially complete, the Owner and Contractor shall establish their respective responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list submitted by the Contractor pursuant to Section 15.4.2. 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 Contract Documents.

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

§ 15.5.5 Upon Substantial Completion, the Contractor shall provide the Owner with a Property Inventory Report in the form requested by the Owner. The Contractor shall revise such Property Inventory Report at any time before or after Final Completion at the request of the Owner.

§ 15.6 FINAL COMPLETION AND FINAL PAYMENT

§ 15.6.1 The Project shall be deemed to have achieved Final Completion, and Final payment, constituting the entire unpaid balance of the Contract Sum shall be due, when all of the items set forth in Section 15.4 hereof have occurred and all of the following additional items have occurred:

- .1 The Work has been performed in a manner consistent with the Contract Documents
- .2 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 All punch list items have been completed to the satisfaction of the Owner, and the Contractor has delivered all required evidence of completion to the Owner;
- .4 The Contractor has provided the Owner with the final lien waivers as described in Section 15.5.4, copies of all permits and approvals, a list of all subcontractors who performed work or provided materials with respect to the Project, a final report of payments to set-aside small contractor and minority business enterprise subcontractors and compliance with local hiring goals and as-built drawings.

§ 15.6.2 Final payment shall not become due until the Owner has received full and final lien releases and waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's

affidavit or sworn statement covering all Work for the Project; the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.6.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

§ 15.6.4 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.

§ 15.6.5 Upon final payment, the Contractor shall furnish to Owner any of the documents used in construction, including the System Plans (collectively, the "Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

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The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the ~~Contract~~ Contract and such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

...

- .2 the Work and the 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~~ construction; and
- .4 such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events.

The Contractor acknowledges its acceptance of and shall comply with the safety training requirements ("Requirements") of United Technologies Corporation - Pratt & Whitney Aircraft Company ("P&W") for all persons working on the property of UTC. Such requirements are available at [www.\[\]](http://www.[]).

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 and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to 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 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or ~~Architect~~ or by anyone for whose acts either of them the Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 SITE CONTAMINATION AND HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials and all applicable laws and regulations regarding site contamination and hazardous materials, including those requirements addressing unknown conditions. Contractor shall conduct and maintain, and require all Subcontractors to conduct and maintain, all operations, activities and property at the Project Site in accordance with all applicable Environmental laws and regulations. The Owner has retained an environmental oversight consultant to monitor construction activities. 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, contamination not identified in the Contract Documents, 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. 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 shutdown, delay and start-up report the condition to the Environmental Oversight Consultant and identify the actions the Contractor proposes to take to maintain schedule for the Work. The Environmental Oversight Consultant shall approve the Contractor's proposed actions or direct the Contractor to modify them.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. Intentionally deleted.

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

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§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the greater of (i) the amounts specified in Section 17.1.1, (ii) any limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and (iii) any limits of liability required by law. Such insurance shall include contractual liability insurance applicable to the Contractor's obligations obligations, including those under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Owner

§ 17.1.1 The Contractor shall obtain insurance coverage of the nature and in amounts no less than those specified in this Section 17.1.1. The Contractor shall require its subcontractors to obtain insurance coverage of such natures and such amounts unless otherwise agreed to by the Owner.

- .1 Workers' Compensation Insurance, statutory benefits, with employer's liability limits of at least [Five Hundred Thousand Dollars (\$500,000.00)]
- .2 Commercial General Liability Insurance shall be insured at a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability; with such Commercial General Liability Insurance coverage to include premises and operations liability, contractual liability, products/completed operations, personal and advertising injury, broad form property damage and independent contractor's liability; If a general aggregate is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit. Coverage for hazards of explosion, collapse, and underground subsidence (X-C-U) must also be included when applicable to the Work. Products and completed operations insurance shall be maintained for a period of three (3) years after Substantial Completion.
- .3 Motor vehicle liability shall be insured at a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability; and
- .4 Umbrella insurance at a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) total aggregate liability.

§ 17.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut, shall be in form reasonably satisfactory to the Owner and to P&W and shall contain a provision prohibiting cancellation except upon at least twenty (20) days prior notice to P&W and shall contain a complete waiver by the insurer of subrogation against the Owner and P&W. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability as if there were a separate policy covering each insured. Certified copies of said policies or certificates evidencing such insurance naming United Technologies Corporation as an additional insured shall be filed with the Owner and P&W before Work is started.

§ 17.1.3 All insurance policies required under this Section 17.1 shall include the Owner, United Technologies Corporation Pratt and Whitney Aircraft Company, RFDCI, LLC, and AEG/Northland as additional insureds for premises, operations and completed operations, and the above shall be shown as such on the Certificate of Insurance. The coverage afforded to the Owner under such policies shall be primary to, and non-contributing with any other insurance, primary, excess, or umbrella available to the Owner. If Contractor fails to procure insurance for the Owner as required hereunder, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums that would otherwise have been paid by the Contractor's required insurance.

Contractor shall assume all deductibles.

§ 17.2 Intentionally Left Blank

§ 17.2 OWNER'S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE Intentionally Left Blank

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section

~~17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.~~

~~§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.~~

~~§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Contractor shall furnish to the Owner, and keep in force during the term of the Agreement, performance and labor and material payment bonds guaranteeing that the contractor will perform its obligations under the Agreement and will pay for all labor and materials furnished for the Work. Such bonds shall be issued in a form and by a surety reasonably acceptable to the Owner, shall be submitted to the Owner for approval as to form, shall name the Owner as obligee and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract Documents). The Contractor shall deliver the executed, approved bonds to the Owner within five (5) days after execution of this Agreement and prior to commencement of the Work..~~

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~~§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, inspections and the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work. expense.~~

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~~Neither party to the Contract shall assign the Contract without written consent of the other, except that 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.~~

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21-4 other.

§ 19.2 GOVERNING LAW AND FORUM

This Agreement shall be governed by, and, whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under the laws of the State of Connecticut, without regard to its conflict of laws provisions. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable. To the extent that any immunities provided by federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. Contractor shall irrevocably waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Contractor acknowledges and agrees that nothing in this Contract shall be construed as a waiver by State of any rights or defenses of sovereign immunity with respect to this Contract. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to contracted by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Owner and 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 the costs to

§ 19.4 NON-RESIDENT CONTRACTOR

If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (E) of Section 12-430(7).

§ 19.5 Without limiting any other provision of this Agreement, the Contractor shall be responsible for all costs and penalties caused by its failure to comply with Applicable Law, and, in the event of such failure, shall indemnify the Owner pursuant to Sections 9.15.1 and 9.15.2 hereof.

§ 19.6 Any commencement of the Work by the Contractor or its agents, servants, employees or subcontractors shall constitute an acceptance of this Agreement as is, and shall have the same force and effect as though same were fully executed.

§ 19.7 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder, to the extent reasonably necessary to protect the Owner's interest, if any one or more of the following conditions exists:

- .1 The Contractor is in material default of any of its obligations hereunder;
- .2 Any part of such payment is attributable to any portion of the Work which, because of the fault or neglect of the Contractor is defective or not performed in accordance with the Agreement or the Contractor's Standard of Care.

§ 19.8. WAGES AND EMPLOYMENT PREFERENCE

§ 19.8.1 The wages paid on a 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 General Statutes of Connecticut 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 public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

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

§ 19.8.3 The Contractor shall make a good-faith effort to achieve the local hiring goals for the Project established pursuant to C.G.S. 32-656 and other applicable statutes. The applicable goals are thirty (30) percent of the work force to be residents of Hartford or East Hartford; fifteen (15) percent of the work force to be minority males; and six and nine-tenths (6.9) percent women

§ 19.9 SOVEREIGN IMMUNITY

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses or sovereign immunity which it may have with respect to any matters arising out of this Agreement except as provided in Section 4-61 of the C.G.S. as revised or as otherwise provided by law.

§ 19.10 SEVERABILITY

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

§ 19.11 THIRD PARTIES

The Owner shall not be obligated or liable hereunder to pay any party other than the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

~~The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.~~

§ 19.12 NON-WAIVER

In no event shall the making by the Owner of any payment to the Contractor constitute or be construed as a waiver by the Owner of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Owner while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Owner in respect to such breach or default.

§ 19.13 CONTRACTOR

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Owner, nor has the Contractor made an admission of built of such conduct, which is a matter of record.

§ 19.14 ADMINISTRATIVE AND STATUTORY REQUIREMENTS

The Contractor hereby acknowledges and agrees to comply, and that it will require its consultants to comply, with the provisions of Exhibit A entitled "State Contracting Requirements" ("Revised November 2009") attached hereto as Exhibit B and made a part hereof.

§ 19.15 NOTICES

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be deemed delivered (i) upon the delivery by facsimile electronic transmission (provided that such facsimile is sent on a business day prior to 5:00 p.m. of the recipient's local time, and a confirmation copy is sent via another manner set forth in this Section 19.15, (ii) the next business day following delivery to Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, or (iii) two (2) business days following deposit thereof in the United States mail, certified mail (return receipt requested), provided such notices shall be addressed or delivered to the parties at their respective addresses or facsimile telephone numbers set forth below. Copies of all notices delivered hereunder relating to any default, breach, indemnity or reimbursement claim, termination or other matter of similar import, shall also be delivered in the same manner to counsel as indicated below, but the failure to deliver such copy shall not affect the validity or sufficiency of any such notice.

If to Architect:

Milone & MacBroom, Inc.

99 Realty Drive

Cheshire, CT 06410

Attn: []

If to the State:

Office of Policy and Management

Adriaen's/Rentschler Project Office

100 Columbus Boulevard

Hartford, CT 06106

Attention: Project Comptroller

Facsimile: (860) 251-8143

and

Office of Policy and Management

450 Capitol Avenue

Hartford, CT 06106

Attention: Director of Legal Affairs

Facsimile: (860) 418-6487

With a copy to:

Shipman & Goodwin LLP

One Constitution Plaza

Hartford, CT 06103-1919

Attention: Arnold K. Shimelman, Esq.

Facsimile: (860) 251-5816

§ 19.16 CONSTRUCTION SAFETY AND HEALTH COURSE

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date of this Agreement the Contractor shall furnish proof to the Labor Commissioner that all employees of the Contractor and its Subcontractors performing manual labor on the Project, pursuant to this Agreement, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration.

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment or provide the Contractor with notice that payment will be withheld together with an explanation of the basis for withholding payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, profit for such executed Work, costs incurred by reason of such termination, and damages.

...
§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

...
§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment Owner's and contractor's respective obligation for payment under this Section 20.2.4 shall survive termination of the Contract.

...
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable and actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed-termination. The Owner may, at its option, require the Contractor to promptly assign and deliver to the Owner all Contract Documents.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect shall be referred initially to the Architect for decision and approval by the Owner. After the initial decision by the Architect, and if not approved by the Owner, the Contractor may seek relief as set forth in Section 5.1.1.

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

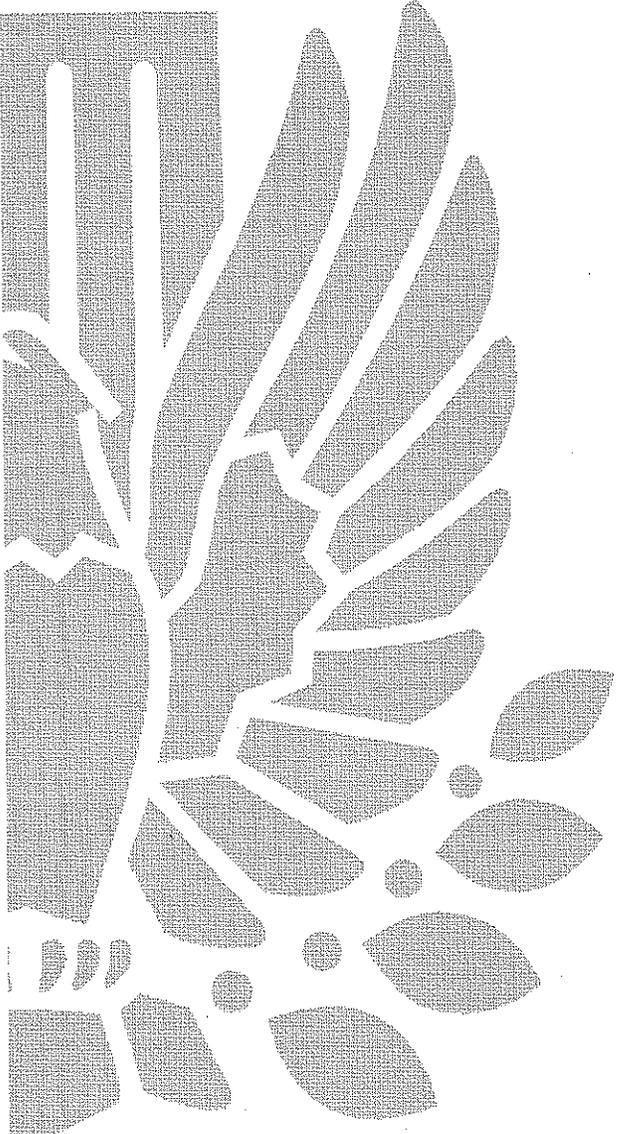
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:16:18 on 02/24/2010 under Order No. 6490974663_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007 - Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

OPM VENDOR/BIDDER PROFILE SHEET

(Form OPM-A-15, Jun-08)

| | |
|-----------------------------|--------------------------------|
| Complete Vendor/Bidder Name | Federal Employer Id Number/SSN |
| Vendor/Bidder Address | |
| Contact Person's Name | Telephone Number(s) |

AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.
 YES NO No RFP
- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.
 YES NO No RFP
- 3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.
 YES NO
- 4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.
 YES NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER

With regard to a State contract as defined in Public Act 07-1 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 undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

YES NO

| | |
|--|-------------------|
| Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually | Date |
| Type or Print Name of Authorized Signator | Title of Signator |

IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder contractually?

Corporate Resolution Corporate By Laws Other **(Please provide a written copy.)**

Is your business income reportable to the IRS? Yes No

Are you a DAS certified minority owned business? Yes No If YES, check all that apply.
 Women Owned Black Hispanic American Indian
 Disabled Iberian Peninsula Asian Other

| Subject of RFP | Submission Due | Division | Date Issued |
|----------------|----------------|----------|-------------|
| | | | |

Fill-in Forms Information for the SP-26NB and W-9 Forms

Overview

There is no verification of the information you enter. You are responsible for entering all information. Some information must be handwritten on the form.

Software Requirements

To view, complete and print the following fill-in PDF forms, you will need the freely available [Adobe Reader](#) software installed on your computer.

Adobe Reader

Adobe PDF files are a means to distribute publications and other information. To fill-in, download and print a PDF file, you will need to have the Adobe Reader software installed. You can download the latest version of Adobe Reader FREE from the [Adobe Reader download page](#) on Adobe's Web site.



Completing the form on your PC

When positioning the cursor on a fill-in area, the cursor will change appearance.

The **I-beam pointer**  allows you to type text.

The **hand pointer**  allows you to select a check box or button.
Enter the appropriate data in each box or field.

To move from one field to the next, press the Tab key.

You can also use your mouse to move your cursor from field to field. Place your cursor in the field you want to fill in, then left-click.

Some fields limit the maximum number of characters you can enter and may automatically advance to the next field.

For additional help with fill-in forms, see the Adobe Reader's on-line help information at:
<http://www.adobe.com/support/reader/>

Saving a Form

When saving a file, be sure to use the Save function of Adobe Reader rather than the web browser's save.

Printing a Form

When printing Adobe PDF files from within your web browser, whether you are printing a blank form or printing a form after filling it in from your PC, use the print button at the left end of the special Adobe Acrobat tool bar, which appears immediately above the viewing window.

THIS PAGE IS FOR INFORMATION ONLY AND DOES NOT NEED TO BE PRINTED NOR SUBMITTED WITH THE FOLLOWING FORMS.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| | List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

| <u>Name</u> | <u>Company</u> | <u>Phone</u> | <u>Email</u> |
|--------------------------------|--------------------------------|--|--|
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