

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES AT RISK
FOR
THE CONSTRUCTION OF THE NEW WESTHILL HIGH SCHOOL**

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Note: For the sake of clarity/brevity, all documents and appendices provided in the RFQ are not duplicated here. RFQ to be referenced by proposers for information contained therein.

MAYOR
CAROLINE SIMMONS

PURCHASING MANAGER
ERIK J. LARSON



CITY OF STAMFORD
PURCHASING DEPARTMENT

Request for Proposal No.	2024.0122	
Title	City RFP – Construction Manager Services for New Westhill High School, 125 Roxbury Road, Stamford, CT State Project #135-0280 N	
Date Issued	September 28, 2023	
Requesting Department	Engineering	
Proposals Due	October 19, 2023 @ 4:00 P.M.	
Submit Responses	Online via ProcureWare at https://stamfordct.procureware.com	
Name saved file as	Proposer Name Response to RFP No. 2024.0122 Construction Manager	
Deadline for questions	10 working days before the due date	
Contact for Technical Questions/Project Manager	Domenic Tramontozzi, Sr. Construction Manager dtramontozzi@stamfordct.gov	
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent elarson@stamfordct.gov	
Date for Interviews	On or about: October 25, 2023 In-Person @ Stamford Government Center Rooms/Times TBD	
Successful proposer only – Performance & Payment Bond Required	Yes	
If yes, Amount required	100%	

INTERNET USAGE ACKNOWLEDGEMENT

Caution: The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

RFQ/RFP SUBMISSION REQUIREMENTS

The Purchasing Department requests that you identify clearly your fee proposal sheet(s), as well as your bid bond pages if applicable.

Bids/Proposals must be received by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

The following documents should be returned with your RFQ/RFP:

- Contractor's Statement
- Non-Collusion Affidavit
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (**For all school projects**)
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.

Or

- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form

http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf

The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions if the best interest of the City is served.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

Proprietary Information

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential for the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the

proposer must notify the City fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City is unacceptable, shall be removed from the project pursuant to the request of the City. The proposer will have fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City.

The City shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer shall be able to provide immediate, temporary replacement and within 30 days, provide permanent replacement.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. **In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.**

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Office of Administration/Operations, the Purchasing Department or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the Consultant hereunder, the City shall not be liable for any fees and may, at its sole discretion, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder.

Ambiguity in the Request for Proposal (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement in a form approved by the City of Stamford's Office of Legal Affairs.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

Sample Agreement

A sample agreement follows and is made a part of these conditions. It is an example only. The actual contract submitted for your firm's signature will vary based upon the particulars of the specific bid package. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.

PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):

If performance, payment and maintenance bonds are required for this bid as specified on the bid's Cover Sheet, the bidder shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an irrevocable letter of credit drawn on a financial institution acceptable to the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the City. Such maintenance bond shall be provided by the bidder to the City upon completion and acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by the bidder. Said surety bonds shall be provided no later than **FIFTEEN (15) Calendar Days** from the date of **AWARD** of this bid.

The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

If a certified check is provided in lieu of the submission of a surety bond or a letter of credit, the City shall deposit said check in a non-interest bearing account and shall be entitled to retain said sum in its accounts for the duration of the Agreement, including extensions thereof. Said sum shall constitute surety for the faithful and proper performance of the contract work. In the event that the Contractor defaults in its performance of the contract work, the City shall be entitled to use said surety funds in its sole discretion to compensate for the Contractor's default. No interest shall be paid on said surety funds regardless of the Term of the Agreement or duration of the work.

Notification to Bidders (Rev. 9-1-17)

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

Contractor's Statement

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% if the common or preferred stock of said holding company.

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

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Indicate if company submitting this proposal is: _____ MBE _____ WBE _____ DBE

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.

2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____, as _____ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

Signature of Notary Public
My Commission Expires: _____

EFFECTIVE: 2/24/09

City of Stamford
State of Connecticut Contractor Verification (in accordance with Public Act 16-67)

Compliance Affidavit

I, the undersigned, personally and on behalf of _____, having
(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-_____. Further, if I or said Contractor
(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: _____

Street Address: _____

City, State, Zip: _____

Title of person completing this form: _____

Signature: _____

Printed Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____, as _____
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

Signature of Notary Public

My Commission Expires: _____

CERTIFICATE OF CORPORATE RESOLUTION
RFQ/RFP

I, _____, SECRETARY OF _____
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF _____, DO
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF
DULY CALLED AND HELD ON THE _____ DAY OF _____, 20_____.

“RESOLVED, THAT THE _____
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR
_____, RFP/RFQ No. _____”.

I, FURTHER CERTIFY THAT, _____ IS THE DULY
ELECTED _____ OF _____
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED
THE SEAL OF SAID CORPORATION THE _____ DAY OF _____, 20_____.

SECRETARY

CERTIFICATION AS TO CONTRACT SIGNATORY
For Limited Liability Companies (LLCs)
(Effective 9/1/2011)

I, _____ a _____ of _____,
(name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that _____ is run by _____
(name of LLC) (Members or Managers)

2. that _____ is a _____ of _____
(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such _____ is not prohibited from or
(name of Member/Manager who is contract signatory)
limited by the articles of organization from binding the LLC.

IN WITNESS HEREOF, the undersigned has affixed his/her signature this _____ day of

_____, 20_____.

(LLC Seal)

(Circle this L.S. if there is no seal)

Secretary (name of Secretary)

PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

RFP No: _____

Date: _____

Proposer's Name: _____

Street Address: _____

City State Zip

Business Telephone: _____

Email: _____

Unique Entity ID: _____ Tax Id. No.: _____

Indicate (Yes/No) if company submitting this proposal is:

_____ MBE _____ WBE _____ DBE
(If yes, attach relevant certification)

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Addenda Acknowledgement – check and note date of addendum

<input type="checkbox"/> Addenda No. 1	<input type="checkbox"/> Addenda No. 2
<input type="checkbox"/> Addenda No. 3	<input type="checkbox"/> Addenda No. 4
<input type="checkbox"/> Addenda No. 5	<input type="checkbox"/> Addenda No. 6
<input type="checkbox"/> Addenda No. 7	<input type="checkbox"/> Addenda No. 8
<input type="checkbox"/> Addenda No. 9	<input type="checkbox"/> Addenda No. 10
<input type="checkbox"/> Addenda No. 11	<input type="checkbox"/> Addenda No. 12

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2	Business name/disregarded entity name, if different from above		
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
		<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
		<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
		<input type="checkbox"/> Other (see instructions) ▶ _____		
	5	Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6	City, state, and ZIP code			
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Part 1 – General Information and Submission Requirements

Response Instructions

In addition to the standard forms and documents provided in the appendices, proposers shall develop and submit a proposal package. Care should be taken to provide a succinct, complete, and informative package that does not duplicate information provided in the RFQ response.

- Content and Format - Proposal
 - Cover Letter
 - Table of Contents
 - Project Team Workload
 - Present current workload for proposed project team including Name of project, Owner's Representative and telephone number, Dollar value of the project, and anticipated completion date. Also highlight if there are any proposed changes to the project team since the RFQ.
 - This response should not be a simple reiteration of staff resumes. Firms should present the proposed project team staffing in a manner that simply and clearly conveys what project(s) each team member is currently working on, the time commitment for each, and when they are expected to be complete with that assignment (or when they would be transitioned to Westhill).
 - Project team staffing can be limited to the Project Executive, Preconstruction Manager, Construction Project Manager, and General/Lead Superintendent(s).
 - Evaluation of Project Schedule
 - The RFQ appendices contained the current project construction schedule (42 months of construction).
 - Proposers shall provide a detailed commentary of the Owner-provided schedule.
 - Particular emphasis with justification should be placed on if any scheduled variables, considerations or modifications requested for the proposer to fulfill the scope of services.
 - All schedules presented shall include a narrative outlining the assumptions, clarifications, and exclusions to the schedule providing further clarity to it. Should proposers submit an alternative schedule, it shall also accompany an alternative fee proposal utilizing Appendix 1 and notating as such.
 - All proposers shall provide their base fee in accordance with Owner's provided Schedule. Any recommendations or proposed adjustments to project schedule in this section should be comprehensively reflected in the appropriate section of the Appendix 1 Fee proposal form.
 - Appendix 1 – Fee Proposal Form
 - Appendix 2 – Detailed General Conditions Form
 - NOTE: Appendices 1 and 2 will be provided to proposers in Microsoft Excel format to facilitate data entry and formula calculations. If the Excel file is utilized by a proposer, the proposal shall upload that digital file in addition to the printed/signed version in order to assist the Owner with data review.
- Page Numbering
 - Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.
- Updated Responses
 - In the case where there is a need for updating the submitted documents prior to the RFP due date, the Proposer will be responsible for the insertion of updated pages in all submitted copies. All new or corrected pages must show the date of revision and indicate the portion of the page, which has

been changed. This later requirement is to be met by drawing vertical lines down both margins of all affected pages.

- Unsolicited Changes
 - The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the dates of submission and short-listing of proposers' selection, including the substitution of sub-proposer or staff.

Part 2 – Project Overview

Section 2.1 – Introduction

This Request for Proposals (RFP) was prepared to solicit responses from experienced and responsible firms to provide Construction Management (at Risk) services for the New Westhill High School, located at 125 Roxbury Road, Stamford, CT, 06902, **State Project No. 135-0280 N**.

The Owner has retained Collier's Project Leaders as the Owner Project Manager and S/L/A/M Architects for architectural and engineering services. This project requires LEED Silver Certification by local ordinance, Sec. 3-21 City of Stamford Sustainable Development Design Standards in addition to meeting the CT High Performance Design mandated by CT General Statutes.

The words "contractor", "construction manager", "CM" and "proposer" are used interchangeably in this RFP.

This RFP constitutes the second of two parts for the Construction Manager selection process in accordance with C.G.S. §10-287(b)(2). This RFP is soliciting fee proposals and attendant materials from up to four 'shortlisted' construction management firms who were selected by the Selection committee after the RFQ process. The Selection Committee will interview the shortlisted firms. Interviews are anticipated to be held in person at the City of Stamford Offices. Then, the Committee will again review the finalists' qualifications, fee proposals, exceptions to the contracts, other items in their proposal, the results of the interviews, responses of references, and the other considerations set forth in C.G.S Section 10-287(b)(2) and select one firm for contract negotiations. It will then negotiate a contract with that firm substantially in the form of the AIA A133-2019, as modified, and the AIA A201-2017, as modified.

Section 2.2 Selection Schedule

Fee proposals from shortlisted firms are scheduled to be submitted on October 18th with interviews occurring on or about October 25th. Follow-up interviews may be scheduled the following week if required. **The final contract must be negotiated and signed by the winning proposer by November 15th, in order to achieve an executed contract in early January 2024.** This date is scheduled to allow the selected firm to prepare schematic design cost estimating as part of Construction Manager pre-construction services. These dates are subject to change but are being provided for Proposers such that key personnel can plan ahead and secure availability.

NOTE:

For the sake of clarity and brevity, please also see Sections 2.3 through 2.8 in the RFQ for other information on the project Overview, Sustainability, Project Schedule, Project Budget, Educational Specifications, and Project Delivery. Subsequent sections will provide any additional information/clarifications regarding scope of services and the RFP process.

Part 3 – Criteria for Selection and Selection Process

Section 3.1 – Review Process

The Owner plans to select the construction manager through a "Quality Based Selection Process" which includes experience, references, capabilities, past performance, fees and other relevant criteria. The purpose of this Request is to award the construction manager services from the pool of four proposers 'short listed' from the previously issued Request for Qualifications that meet the minimum qualifications within the meaning of General Statutes § 10-287(b)(2).

Although the Owner plans to select the firm through a "Quality Based Selection Process" not solely based on proposed fee, the selected firm's proposed fee will be examined to ensure its consistency with that of competing firms and its relation to the project budget. If agreement upon a fee for services from the firm of first choice cannot be reached, the Owner may choose to engage an alternate firm. However, the Owner reserves the right to reject any and all proposals if it finds, in its sole judgment, that it would be in the best interests of the Owner to do so.

Section 3.2 – Formal Presentation and Interview

The Owner will interview short-listed firms. Key members of the proposed team that are expected to participate in the interview/presentation include the Principal-in-Charge/Project Executive, Project Manager, Superintendent, and/or other individuals proposed to play key roles in the project and that will likely be interfacing with school representatives throughout the duration of the Project. All firms submitting proposals in response to this RFP must be prepared to make in-person presentations and participate in interviews at Stamford Government Center. Final timeslots/schedule for each firm will be coordinated directly with the proposing firms via electronic mail.

If desired, the Owner may elect to have the proposers, or a subset thereof, return for follow-up interviews or otherwise provide additional information/clarifications prior to the final selection. Proposers will be notified should the Owner choose to pursue follow-up interviews/requests for additional information/clarifications.

Firms should be judicious in providing an informative, succinct presentation that does not overly duplicate information provided in the RFQ and RFP responses. In addition to general topics such as staffing introductions, proposed workplans/site logistics graphics, and project understanding, firms should specifically address the following topics:

- Site management during construction while school is in session. Include discussions of traffic access and separation, stormwater control, laydown/logistic provisions, noise, safety, separation of work activities from school activities and students, meeting practices, document and communications control (including software), and other measures.
- Market procurement considerations (e.g., long lead) and bid packaging (including potential early packaging). Specific emphasis on controls and methodologies utilized after bid to expedite, track, and manage both expected and unexpected procurement delays.
- Project budget and schedule
- Sustainability as it related to the role of Construction Manager in both execution of the work and management of documentation and submission to US Green Building Council (USGBC) for Certification and other roles.
- *Additional questions/topic may be submitted to firms via electronic mail in advance of the interviews*

The following criteria, not listed in priority order, are likely to be considered in evaluating and selecting the firm after presentation interviews:

- Prior collaboration between team members
- Project specific ideas and thoughts
- Familiarity with Fairfield County, the City of Stamford, Westhill High School, the project area and their unique characteristics and challenges
- Awareness of and Commitment to sourcing of materials that are readily available, minimize potential delays on procurements, and comply with USGBC LEED Certification requirements.
- Clarity and method of presentation
- Comments on budget, cost control, and construction to execute the project
- Site knowledge, creativity and awareness of logistical accommodation required on an active occupied school, particularly a high school campus.
- Knowledge of CT public school construction and regulatory/grant requirements and processes

Section 3.3 – Evaluation Criteria of Proposals

The following criteria, not listed in priority order, will be used in evaluating the firms' proposals:

Category 1:

- Clarity of proposal and qualifications
- Technical competence
- Awareness of and experience with project-specific criteria and goals (including awareness of environmental issues and constraints)
- Experience in working with and coordinating multiple agencies, architects, engineers and contractors
- Past record of performance on local contracts with respect to such factors as schedule, cost control, work quality and cooperation with client
- Past performance and references, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects

Category 2:

- Knowledge of pertinent Federal, State and Local policies, procedures and regulations, including Connecticut High performance Building requirements.
- Experience in working with the State Department of Administrative Services Office of Grants Administration (OGA; formerly OSCG&R)
- Experience in achieving USGBC LEED Silver Certification as required by Stamford local ordinance and compliance with the CT General Statutes that define Connecticut High performance building projects and other sustainable technologies

Category 3:

- Similar project experience
- Team member experience, organization & team structure
- Approach to the work (estimating and collaboration in design process)
- Approach to the work (construction cost/quality/schedule management)

Category 4:

- Fees
- Insights gleaned from interviews and presentations
- All other considerations from C.G.S. section 10-287

Part 4 – Scope of Services

The Construction Manager will be responsible for providing pre-construction services during the design phase of the project – and at the option of the City – may provide construction management services for the construction phase(s) of the project as well. Selection to provide pre-construction services does not automatically default into construction phase services and is dependent upon many factors.

The proposals should include services as described in the attached draft form of agreement (AIA A133 as modified with all exhibits and appendices thereto) as well as this Request for Proposal (RFP) and the previously-issued Request for Qualifications (RFQ). The RFQ and this RFP are hereby made part of the AIA A133 contract. All firms submitting proposals are responsible for reviewing these documents. The Owner reserves the right to negotiate terms and conditions with the selected firm and reserves the right to make minor modifications as necessary.

Section 4.1 – Pre-Construction Services, including but not limited to:

1. Prepare estimates at selected design milestones noted below which shall include providing recommendations and cost estimates for cost reduction measures to meet the project budget.
 - a. One (1) estimate at the completion of Schematic Design Phase (Note: This estimate is contingent upon the agreement between the Owner and CM firm being executed prior to submission of Schematic Design documents)
 - b. One (1) estimate at the completion of the Design Development phase including meeting with the Architect’s estimator and reconciling estimates.
 - c. One (1) estimate at the Construction Document phase including meeting with the Architect’s estimator and reconciling estimates.
 - d. For each estimate, provide an Ineligible Cost Worksheet in accordance with the CM’s understanding of the work and current CT Office of Grant’s Administration policies.
2. Perform constructability, material procurement, and drawing coordination reviews and maintain one comprehensive log throughout pre-construction which shall identify and track potential obstacles in order to reduce/prevent errors, delays, and cost over runs. CMR shall submit written review comments at all major design submission phases (SD, DD, and CDs) and backcheck all subsequent drawings to ensure their comments have been resolved via comment and/or drawing/specification updates.
3. Participate in value engineering process, including providing cost estimates for value engineering items, throughout the course of pre-construction and maintain one comprehensive log for tracking purposes.
4. Participate in CTDAS OSCGR required meetings including Design Development Review, Plan Completion Review and other meetings as necessary.
5. Prequalification of all trade subcontractors and submission of trade subcontractor bid list to the PBC for review.
6. Bid-Process Coordination
 - a. Produce list of required bid packages and provide recommendations for early release trades and/or early phase packages
 - b. Establish develop all bid packages and documents
 - c. Distribute bid documents
 - d. Coordinate and lead pre-bid conference and walk through
 - e. Administer bid process
 - f. Coordinate and lead subcontractor scope review conferences
 - g. Provide complete bid tabulation spreadsheet and copies of subcontractor bids
 - h. Advise owner and architect on strategies to meet budget and rebidding if necessary

- i. Prepare a list of recommended trade packages required to comply with the State of Connecticut Commission on Human Rights and Opportunities
 - j. Ensure all state required Small Business Enterprise and Minority Business Enterprise set-aside goals are met as well as providing all state required reporting
7. Construction Scheduling and Logistics
 - a. Work with owner and architect to determine construction phasing
 - b. Prepare detailed construction schedule for each Phase of Construction. At a minimum, a draft construction schedule shall be provided at each phase of design to ensure that the design process aligns with client expectations of construction timelines
 - c. Prepare site logistics plan
 - d. Provide the Owner with ongoing written and verbal updates on anticipated construction schedule changes and site logistic changes as a result of Owner decisions and design evolution. The intent is that the Owner will be informed of any decision or proposed design evolution that will materially impact the project during construction.
 8. Construction Cost & Budget Reporting
 9. Attend public meetings as requested by owner
 10. Participate in Permit Process Administration
 11. Submit and coordinate building permit and city approvals in order to prevent delays in construction start
 12. Develop detailed procurement and submittal logs
 13. Work collaboratively with the design team to develop the most cost effective and efficient solution for handling site related issues.
 14. Participate in Connecticut High Performance Building and LEED certification requirements/meetings and commissioning meetings.
 15. In coordination with Owner and Architect, develop “front-end” specifications.

Section 4.2 – Construction Services, including, but not limited to:

1. Construction Oversight & Administration
 - a. Maintain appropriate project staffing as required to perform all scope of work per contract
 - b. Maintain detailed construction task schedule
 - c. Provide look-ahead schedules on a weekly basis and note any potential disruptions to Owner
 - d. Coordinate and lead pre-construction conferences with subcontractors, design team, AHJs, utilities, testing agencies and all other entities as required.
 - e. Administer/coordinate all trade subcontractors
 - f. Maintain construction quality control and track all pending issues
 - g. Maintain job-site records (contracts, drawings, submittals, as-builts, samples, etc.)
 - h. Conduct weekly OAC (Owner, Architect and Contractor) construction meetings and develop/issue meeting minutes
 - i. Establish and maintain construction safety program with strict adherence to all applicable laws and guidelines.
 - j. Maintain secure construction site
 - k. Participate in CT High Performance Building and LEED Certification processes such that all requirements are met, including providing all construction-related progress documentation
 - l. Coordinate construction activities with City and Board of Education staff, owner’s project manager, design team, academic school calendars and school operations

- m. Attend public meetings as requested by the owner
 - n. Coordinate with Commissioning agent and owner's testing firms to accommodate any required or desired testing
 - o. Coordinate with owner, architect, and hazardous materials consultant regarding demolition.
 - p. Coordinate with all AHJs, utilities, and testing agencies, including but not limited to requests for inspection, coordination of required documents and submissions, and all approvals.
2. Financial Management & Document Control
- a. Use and maintain an online construction management software and document management system.
 - b. Prepare schedule of values and provide payment requests on a monthly basis including subcontractor invoice backup
 - c. Maintain construction cost accounting system
 - d. Maintain and review submittal and procurement logs. Provide update log at weekly meeting with owner and design team
 - e. Maintain and review RFI logs. Provide updated log at weekly OAC meetings
 - f. Prepare change order proposals and maintain log of all potential, pending and approved change orders. Provide updated log at weekly OAC meeting
 - g. Maintain construction manager contingency log. Provide updated log at weekly OAC meeting
 - h. Provide monthly executive summary report which shall include construction progress photos, schedule update, project budget versus cost summary, change order log, contingency log, and identify any upcoming project risks
 - i. Prepare state change orders for review by owner and owner's project manager. Prepare in accordance with current CTDAS OSCGR requirements. **State change orders shall be prepared and submitted in a timely fashion and will all required paperwork and supporting backup such that reimbursement potential is maximized (e.g., 6-month rule, unit pricing backup, etc.).**
3. Project Close-Out
- a. Develop project close-out program
 - b. Assemble and deliver operations and maintenance manuals and warranties for Owner
 - c. Develop and deliver as-built documents for Architect coordination and Owner documentation
 - d. Coordinate final inspections (punch lists, Certificate of Occupancy, etc.)
 - e. Coordinate and manage systems testing, training and start-up
 - f. Coordinate owner training and review of operation and maintenance manuals
 - g. Coordinate activities with Owner's commissioning agent (if required)
 - h. Close out construction contracts and sub-contracts
 - i. Coordinate occupancy
 - j. Provide and manage warranty work
 - k. Attend public meetings as requested by owner
4. Prepare final state change orders to reconcile allowances, bonding, and other required closeout documents requested by CTDAS OSCGR
5. Cooperate with Storm Water Management Monitor and adhere to all reports and recommendations

Section 4.3 – General Conditions, including, but not limited to:

1. Provide and maintain job office (trailers if-required, telephones, computers, fax, internet with wi-fi accessible to visitors, utility hook-ups, incidental copies, etc.)
2. Provide waste disposal for construction site
3. General cleaning during construction – Site and building
4. Final building cleaning
5. Temporary construction toilets
6. Items required for first aid and/or safety
7. Provide final as-built survey as required by the City Planning Department and other AHJs

Section 4.4 – Additional Information / Clarifications

In addition to the list of service identified above, additional clarifications are provided below on select scope items:

Section 4.4.1 - Pre-Construction Project Estimates

The CMR is responsible for providing professional construction estimates in accordance with C.G.S. §10-287c-21. The architect is also required to provide cost estimates, and both the CM and Architect will participate in estimate reconciliation meetings led by the CM and participate in follow up value engineering meetings as necessary to reconcile the project back to the control budget.

There will be three cost estimates and reconciliations: one at each phase of design. Initial estimates for each design phase shall be developed and transmitted by the CM no later than 3 weeks after the issuance of the underlying design phase documents, with estimate updates/reconciliations transmitted in an appropriately timely fashion as agreed to by the owner. Refer to the AIA contracts for further explanation and requirements regarding cost estimates. Estimates shall be provided in CSI format for the estimate reconciliation process.

The CM shall include the cost of in-person, full-day reconciliation meetings as part of their base fee. Given the size of the project, the CM shall presume that two (2) full days are needed for each reconciliation meeting. The base fee shall also include follow-up meetings and documentation as needed to facilitate VE/VM.

The CM will be responsible for converting their cost estimate to UNIFORMAT that conforms to the Connecticut DAS Office of Grants Administration (CT DAS OGA) current format. The CMR is only responsible for the construction cost portion of the project. The Owners Project Manager will provide the soft costs associated with the cost estimates.

The CM is responsible for providing an Ineligible Cost Worksheet for each estimate (this is in addition to the final PCR submission per the CT DAS OGA requirements that the CM shall provide). This project has the potential for many ineligible scope items that may negatively impact the project budget and Owner finances if not understood by the Owner. Accordingly, the Owner needs to understand from the CM the anticipated ineligible costs at each step of the design evolution process.

Section 4.4.2 – Design Reviews

The CM shall perform constructability, material procurement, and drawing coordination reviews and maintain one comprehensive log throughout pre-construction which shall identify and track potential obstacles in order to reduce/prevent errors, delays, and cost over runs. CM shall submit written review comments at all major design

submission phases (SD, DD, and CDs) and backcheck all subsequent drawings to ensure their comments have been resolved via comment and/or drawing/specification updates.

The CM reviews and delivery of comments shall be coordinated with the other design reviews (e.g., Owner/Owner Rep/Cx Agent – typically on a 3-week timeframe after major submissions) such that a comprehensive review of the documents can be held at each phase.

Note that any BIM coordination/model exchange/clash detection/etc. that occurs during preconstruction does not replace the review of the drawings and specifications called for in the design reviews.

Section 4.4.3 – Office of Grant Administration (OGA) Change Orders

The CM shall prepare state change orders for review by the Owner and Owner’s project manager. The Change orders shall be prepared in accordance with CT DAS OGA requirements. State change orders shall be prepared and submitted in a timely fashion and with all required paperwork and supporting backup such that reimbursement potential is maximized (e.g., 6-month rule, unit pricing backup, etc.). **The value of any change orders that are deemed ineligible by the OGA due to formatting, lack of information, or lack of timeliness (e.g., 6-month rule) shall be reimbursed to the Owner by the CM.**

Section 4.4.4 – Procore

During the interviews, the proposing CMs should explain their approach to CM software and document management during construction administration services. CMs should be prepared to discuss any implications to their services/processes/fee if the Owner decides to procure Procore and require the CM to utilize Owner-provided Procore during construction.

APPENDICES



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904

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

TBD

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

Westhill High School Construction Project
125 Roxbury Road
Stamford, CT
State Project #135-0280N

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

The SLAM Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

§ 1.1.2 The Project's physical characteristics:

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

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

Init.

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User Notes:

(910257455)

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

The Construction Budget for the new school, associate site work, utilities, field reconstruction, abatement and demolition of the existing school, general conditions, overhead and profit, construction manager contingency, bonding and insurance is \$257,696,058.00, inclusive of escalation costs.

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

.1 Design phase milestone dates, if any:

Approval by Office of Grants Administration (formerly OSCG&R) June 30, 2025

.2 Construction commencement date:

October 1, 2025, notwithstanding early bid packages

.3 Substantial Completion date or dates:

March 31, 2028 for the new building

June 30, 2029 for the abatement and demolition of the existing building and remaining site work including athletic fields

.4 Other milestone dates:

Occupancy of new building for 2028-2029 academic year

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Contractor to coordinate and develop plan with Owner and Architect to minimize disruption to the existing school operations while maintaining the project milestone dates, and in responding to regulatory approvals, market conditions, procurement concerns, and CT OSCGR approvals

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

The project shall meet LEED Silver requirements per city ordinance and conform to Connecticut High Performance Building Standards as required by Connecticut General Statutes.

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

The City of Stamford Director of Operations or their designee
888 Washington Boulevard
Stamford, Connecticut 06904

Init.

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User Notes:

(910257455)

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

(List name, address and other contact information.)

Colliers Project Leaders (Owner’s Representative)
135 New Road
Madison, CT 06443

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

By Architect

.2 Civil Engineer:

By Architect

.3 Other, if any:

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

Land Surveyor

Environmental Engineer

By Architect

§ 1.1.11 The Architect’s representative:

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

Kemp Morhardt, AIA, NCARB
Principal
80 Glastonbury Boulevard

Init.

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

TBD

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Contractor shall publicly bid all trade packages in accordance with Connecticut General Statutes, the City of Stamford Ordinances, the State of Connecticut Department of Administrative Services pre-qualification requirements, the Commission on Human Rights and Opportunities (CHRO), and the Office of Grants Administration.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager acknowledges that the Owner is relying upon the Construction Manager's special expertise and extensive construction experience working on projects involving work of the type to be found in this Project.

§ 2.3 General Conditions

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

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, modified, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017, modified, shall mean the Construction Manager.

§ 2.4 Contract Time

§ 2.4.1 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents. The Deadline for Substantial Completion is as noted in Section 1.1.4. The Deadline for Final Completion is as noted in Section 1.1.4.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, modified, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall develop a master milestone schedule for the Construction Phase of the Project, update and analyze cost estimates to reflect ongoing design development, identify potential value enhancement solutions for consideration by the Owner's construction team, assist the Owner and its agents with analysis and study of building sustainability strategies, review drawings and design specifications for constructability/material procurement/coordination among building components, coordinate and assist with permitting (as required), support and assist the Owner, Architect and their respective agents with the Office of Grants Administration, or its successor's, review process in order to maximize the finding of Project costs as Eligible Costs and

to maximize Owner's reimbursement of Project costs from OGA/the State of Connecticut and assist the Owner in maximizing opportunities to receive funds from any other available funding sources.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.2.1 The Construction Manager shall review progress drawings and specifications developed by the Architect to provide value analysis of construction materials and systems to the Owner and Architect in an attempt to maximize value within Owner's budget. Construction Manager reviews shall include assessments of constructability, current market procurement availability and cost considerations, best construction practices, and coordination issues. The Construction Manager will provide written comments to the Architect and will conduct backcheck reviews of prior comments when reviewing subsequent document iterations in order to ensure prior comments have been properly contemplated/incorporated into the design drawings and specifications. The Construction Manager shall collaborate with the Owner and Architect to identify bidding packages to be distributed by the Construction Manager as required herein.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 The Construction Manager shall assist the Owner and Architect in gaining the necessary approvals and permits required by governmental authorities. The Construction Manager shall attend public hearings, advise the Owner and Architect as appropriate in the securing of approvals and permits and will actively participate in the seeking of necessary approvals and permits for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: milestone dates for receipt and approval of pertinent information; submission of the Guaranteed Maximum Price proposal; components of the Work; preparation and processing of shop drawings and samples; times of commencement and substantial completion required of each Subcontractor; ordering and delivery of products, materials and equipment; including those that must be ordered in advance of construction; and the occupancy requirements of the Owner, showing portions of the Project having occupancy priority. If Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect and Owner, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or

Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval.

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

§ 3.1.6.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Documentation for any of the design phases determined to exceed the allocated budget shall be modified by the Architect as mutually agreed by the Architect, Construction Manager and Owner to establish a revised design and/or construction scope which is within budget constraints. The Construction Manager and Owner will revise their respective construction cost estimates to incorporate the documented revisions and reconcile the estimates until a mutually agreed design and scope has been reached within the allocated budget.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 Pre-Qualifications of Bidding Subcontractors and Suppliers

The Construction Manager shall incorporate CT DAS pre-qualification requirements for bid packages estimated to be over \$500,000 in accordance with C.G.S. §4a-100. Upon receipt of bids, the Construction Manager, with input from the Owner and the Architect, shall confirm the qualifications of low bidders and validate that their bids include the complete scope. The Owner will make the final decision based on recommendations by the Construction Manager and the Architect for the award of trade contracts and material purchases.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that are recommended to be ordered in advance of construction. Subject to approval by the Owner and ultimately by the Office of Grants Administration, the Construction Manager shall expedite and coordinate the ordering and delivery of materials that are approved be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to

the Construction Manager and Owner. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12.1 Bidding Process for Construction Contracts

The Construction Manager with the assistance of the Architect, shall issue bidding documents to the prequalified subcontract bidders and conduct pre-bid conferences with the bidders. Bids will be submitted to the Construction Manager and Owner. The Construction Manager shall solicit approximately five bids for each trade or specialty contractor package. A minimum of three bids must be received for each package unless specifically approved otherwise by the Owner. The Construction Manager shall meet with the bidders to review their approach to the work, scope of bid, ability to perform the work and solicit value engineering suggestions. All scope review meetings shall be audio recorded by the Construction Manager. A digital copy of such recording shall be submitted to the Owner within thirty (30) calendar day of any GMP Amendment approval by the Owner. As a result of these meetings, the Construction Manager shall recommend to the Owner that the subcontractor's bid be accepted or rejected for the respective trade packages based on compliance with the bid documents. Prior to recommending the acceptance of any subcontractors bid, the Construction Manager must demonstrate to the Owner and Architect that the scope and price submitted by the bidder is within the parameters of the Control Budget.

§ 3.1.12.2 Rejection of Bids

If the bids of the construction subcontractors are rejected, the Construction Manager shall provide services as listed in Section 3.1.11.4, 3.1.12 and 3.1.12.1 to rebid the respective packages. The Construction Manager is not authorized to reject any bids without written approval by the Owner.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the estimated Cost of the Work and the Guaranteed Maximum Price shall include a separately identified line item for the Construction Manager's contingency of no more than two percent (2%) of the trade bids, a sum established by the Construction Manager for the Construction Manager's use with the Owner's written permission to cover costs arising under Section 3.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. This Construction Manager's contingency (CM Contingency) shall be used to cover costs properly reimbursable under Article 6 (as amended) and as permitted by the regulations of the Office of Grants Administration. The CM Contingency is not allocated to any particular line item of the cost of the work and is established for the Construction Manager's use as may be required for costs incurred in the work from unforeseen causes that should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price (GMP). Such unforeseen causes include, but are not limited to (a) refinement and coordination of details of design (not inclusive of errors and omissions or programmatic change) within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents; (b) additional costs relating to trade contractor defaults, provided any such default is not due to the Owner's actions or failures to act;

§ 3.2.4.1 Costs incurred as a result of the Construction Manager's or Subcontractor's error or non-compliant work will not be paid by the Owner or from the Construction Manager's contingency. These costs shall be borne by the Construction Manager or Subcontractor responsible for the error or non-compliant work.

§3.2.4.2 Costs incurred or rendered unreimbursable due to Contractor's failure to comply with the requirements of the Office of Grants Administration, including but not limited to the submission of State Change Orders with all attendant substantiating backup within published timeframes for reimbursement (i.e., 6-month rule), shall be borne by Contractor and shall not be chargeable to the CM contingency.

§3.2.4.3 Should the Owner discover that the Construction Manager has paid for non-compliant or errant work from the Construction Manager's contingency, the Construction Manager shall reimburse the Owner for said payments to the Subcontractor. This includes such discovery for a period of three (3) years after Final Payment.

§ 3.2.4.4 Upon substantial completion of the building, the Construction Manager shall return twenty-five percent (25%) of the remaining Construction Manager contingency to the Owner within forty-five (45) days. Upon final completion of the project, if there are savings within the Construction Manager's Contingency line item in the GMP, the remaining Construction Manager's Contingency will be returned 100% to the Owner as a deduct change order. All unused allowances shall be returned to the Owner within 30 days of issuance of the Certificate of Substantial Completion for the Interior of the Building as noted in Section 2.4.1. Allowances are not permitted to be transferred or credited to the Construction Manager Contingency.

§ 3.2.4.5 Subject to the Owner's advance, written approval as set forth below, the Construction Manager may utilize the Construction Manager's Contingency for any items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager need not seek pre-approval for incurring expense consistent with those items as allowed under Article 6, which have a value of less than \$5,000 per individual occurrence. The Construction Manager shall update the Construction Manager's Contingency account balance on a monthly basis and review it with the Owner for the duration of the Project.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price

Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 By executing the Guaranteed Maximum Price Amendment, the Construction Manager represents and warrants that the Drawings and Specifications and other materials and information furnished to the Construction Manager as of the date of the Guaranteed Maximum Price Amendment are sufficiently detailed to enable the Construction Manager to establish the Guaranteed Maximum Price, subject only to the Clarifications and Assumptions that will be attached to the Guaranteed Maximum Price Amendment. The Construction Manager shall not be permitted to claim any adjustment in the Guaranteed Maximum Price in connection with the timely completion of drawings, clarifications, supplemental information and other materials (collectively, "Supplemental Materials") issued by the Architect after the date of the Guaranteed Maximum Price Amendment.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 The Construction Phase shall commence on the earlier of and subject to the receipt of the applicable Building Permit:

- .1 the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- .2 the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

§ 3.3.1.2 The Construction Manager shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Construction Manager's staff shall be persons agreed upon with the Owner.

§ 3.3.1.3 Such key members of the Construction Manager's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Construction Manager. If a key member is no longer capable of performing in the capacity so agreed, the Owner and the Construction Manager shall agree on a mutually acceptable substitute.

§ 3.3.1.4 During the performance of the Work, the Construction Manager shall keep a competent superintendent at the Project site, fully authorized to act on behalf of the Construction Manager. Notice from the Owner or the Architect to such superintendent/project manager in connection with defective Work and instructions for performance of the Work shall be considered notice of such issues to the Construction Manager.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule that delineates a critical path of construction activities for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, as modified. This construction schedule will serve as the baseline schedule when evaluating time extensions during the course of the Project.

§ 3.3.2.2.1 The Construction Manager shall create and maintain a detailed construction task schedule which tracks actual construction progress against the schedule established in the preconstruction phase of the Project. The Construction Manager shall communicate the schedule to the construction subcontractors, the Owner and the Architect, and take appropriate steps within the Construction Manager’s authority to ensure all parties adhere to the schedule.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 The Construction Manager is responsible for the coordination and oversight of all construction activities.

§ 3.3.2.7 The Construction Manager shall maintain supervisory and/or management personnel on site at all times when construction or construction related activities are taking place.

§ 3.3.2.8 The Construction Manager shall arrange and conduct a preconstruction conference with the construction subcontractors, the Architect and the Owner to cover the general practices, relationships of the parties, construction site rules, regulations, and procedures and to encourage positive working relationships among all parties.

§ 3.3.2.9 The Construction Manager shall maintain quality control of the construction progress by way of its full-time supervision on the site to ensure work is progressing in accordance with construction documents. The Construction Manager must develop, implement, utilize, and maintain a published quality control plan that designates specific quality control personnel, specific procedures and notifications including written notifications, and issue resolution practices. The quality control plan and resulting quality issue notices shall be available for Owner and Architect review throughout construction.

§ 3.3.2.10 The Construction Manager shall maintain job site records including all contracts for construction, construction documents, submittals, materials samples, as-built drawings, or other documentation relevant to the construction of the Project.

§ 3.3.2.11 The Construction Manager shall provide an appropriate onsite job office including space to conduct job meetings. The office will be of temporary construction, trailers or portable enclosures to maintain adequate conditions for its field personnel. The office will be equipped with, as a minimum, adequate heating and cooling, lighting and office equipment, telephone, fax, copier and supplies.

§ 3.3.2.12 The Construction Manager shall maintain a construction cost accounting system which provides up to date costs for both actual expenses and anticipated costs. The accounting system must also provide comparisons of these costs to the design and construction control budget.

§ 3.3.2.13 The Construction Manager shall record and prepare proposals for change orders. The proposals for change orders shall be submitted to the Owner and the Architect for review, approval or rejection, and change order preparation by the Architect. A record listing all change orders proposed, rejected and approved shall be maintained by the Construction Manager.

§ 3.3.2.14 The Construction Manager shall be the sole source of all questions from subcontractors and suppliers relating to clarifications of the construction documents and changes to the construction contracts. The Construction Manager shall review all such requests for clarification and/or information from the subcontractors and suppliers, as appropriate, and forward these requests to the Architect for clarification with copy to the Owner.

§ 3.3.2.15 The Construction Manager, in cooperation with the Architect, shall prepare a list of required submittals for the Project at the earliest time possible after commencement of the construction phase. The Construction Manager shall prepare a schedule for each required submittal by each construction subcontractor to expedite and coordinate the receipt, review and ordering of materials within the necessary sequence of the construction.

§ 3.3.2.16 The Construction Manager shall endeavor to minimize or prevent construction activities from negatively affecting the ongoing working environment of the Owner.

§ 3.3.2.17 The Construction Manager shall create and maintain a construction site safety program to ensure all personnel in and around the construction areas are reasonably protected at a minimum to the requirements of the law. The Construction Manager shall monitor all activities on the site to promote safe and secure conditions.

§ 3.3.2.18 The Construction Manager shall develop a project close-out program including the assembling for transmittal to the Owner all operations and maintenance manuals, warranties, as-built drawings, approved materials submittals and any other records for delivery to the Owner.

§ 3.3.2.19 The Construction Manager shall arrange for Certificate of Occupancy as required by local jurisdictions.

§ 3.3.2.20 The Construction Manager shall attend or otherwise assist with public meetings, meetings with the Owner's employees or governmental conferences deemed necessary in the execution of the Project.

§ 3.3.2.21 The Construction Manager shall coordinate the start up, testing and training of Owner personnel as required under the construction documents. The Construction Manager shall also cooperate with the Commissioning Agent engaged directly by the Owner and shall manage and coordinate any necessary corrective work discovered during the commissioning process. The Construction Manager shall also arrange for and coordinate any warranty work until the date one year after the date of substantial completion.

§ 3.3.2.22 The Construction Manager shall clean the construction area in the building and on the site and maintain these areas in an orderly and well-kept condition. All trash resulting from the construction activities, shall be properly and lawfully disposed of by the Construction Manager throughout the duration of the Project.

§ 3.3.2.23 The Construction Manager shall provide final cleaning of all areas prior to their being occupied by the Owner either temporarily or permanently.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's

obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017, as modified, Section 2.2.

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

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

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

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, as modified, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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

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

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Intentionally Deleted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

% per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

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

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

15% including all lower tier subcontractors.

§ 6.1.5 NOT APPLICABLE

Init.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Construction Manager fails to achieve Substantial Completion of the work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first calendar day following the expiration of the Contract Time set forth above and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. Liquidated damages shall be in the amount of five thousand dollars (\$5,000) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner, at the demand of Owner, together with interest from the date of the demand.

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

At the completion of the Project, if the Total Cost of the Work including the Construction Manager's Fee is less than the Guaranteed Maximum Price as adjusted by Change Orders, the remaining funds shall be deemed to be savings. All of the savings shall inure to the benefit of the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 All proposed expenditures against allowances within the Guaranteed Maximum Price shall be reviewed with the Architect and Owner for approval prior to inclusion within any Application for Payment. The use of allowances within the Guaranteed Maximum Price for other than the specific purpose listed in the Guaranteed Maximum Price will not be permitted without specific approval from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's fee for the proposed change order shall be at the same rate as that established in Section 6.1.2 of this Agreement.

§ 6.3.1.1 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's general conditions costs shall be from actual costs for the added general conditions items. Therefore, added costs for supervision will only be included if the change order includes an increase in contract time or acceleration of the Work.

§ 6.3.1.2 In calculating costs of proposed change orders by the Construction Manager, only the CM fee and general conditions shall be included as the Construction Manager's mark-up on those costs for the change order work as defined in Section 6.1 of this Agreement.

§ 6.3.1.3 In determining changes in Contract Time in proposed change orders submitted by the Construction Manager, additional Contract Time shall be determined to be an increase in time to complete the Project caused by the Work or circumstances described in the change order. Additional Contract Time will not be considered unless the Construction Manager provides documentation to the Architect and Owner that the circumstances described in the proposed change order has affected and lengthened the critical path schedule submitted with the Guaranteed Maximum Price proposal. If the proposed change order does not affect the critical path shown in the GMP base schedule, the Construction Manager's request for additional Contract Time will be rejected.

§ 6.3.2

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

§ 6.3.3 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, as modified, General Conditions of the Contract for Construction. In the event of the parties' failure to agree upon a Guaranteed Maximum Price, this Agreement shall terminate in accordance with Paragraph 13.1.5.

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

§ 6.3.5 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, as modified, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.6 If no specific provision is made in Article 6 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 6 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Article 7 or as may be otherwise stipulated in the amendment of this Agreement.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, per rates set forth in prevailing wage rates schedule for the Project, if applicable.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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

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

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, as approved in writing, by the Owner in advance.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining

agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 No labor costs shall be reimbursed to the Construction Manager for Construction Manager's own personnel unless specifically authorized in writing by the Owner in advance.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

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

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

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and Performance and Payment bonds required by the Contract Documents that can be directly attributed to this Contract.

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

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable, if applicable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions for large quantities such as bid specifications and bid drawings and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, and other than those between Construction Manager and its subcontractors, suppliers, and/or consultants, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. All legal issues should be immediately brought to the Owner's attention.

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

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, as approved by the Owner, in writing in advance, other than to and from the Project site or Construction Manager's office.

§ 7.6.11.1 Costs associated with out-of-town travel except to or from project site or the Construction Manager's office.

§ 7.7 Other Costs and Emergencies

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

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as modified.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Notwithstanding anything to the contrary herein, in no event shall the Cost of the Work include the costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, as modified, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office (including, without limitation, in house computer costs and other costs of doing business, services and related expenses to maintain such offices);
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 7.9.2 Except as otherwise provided in this Agreement, costs due to the fault, negligence, or failure to fulfill a specific responsibility to the Owner as set forth in this Agreement of the Construction Manager, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming part of the Work. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. Costs that are incurred or rendered unreimbursable as a result of the Contractor's failure to comply with the requirements of the OSCGR, including but not limited to the submission of State Change Orders with all attendant substantiating backup within published timeframes for reimbursement (i.e., 6-month rule), shall be borne by Contractor and shall not be chargeable to the CM contingency.

§ 7.9.3 Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives by the Construction Manager or any Subcontractor.

§ 7.9.4. Cost of Work authorized or performed by the Construction Manager as described in Sections 7.9.1.1 through 7.9.1.10, not authorized in advance by the Owner, will not be reimbursed unless such work is within the approved Guaranteed Maximum Price.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 INTENTIONALLY OMITTED.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 10.1 All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis shall have the same obligations to retain records and permit audits as required of the Construction Manager.

§ 10.2 If requested by the Owner, the Construction Manager shall promptly, within 30 days, deliver to the Owner copies of all correspondence, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents relating to the Project, in a form acceptable to the Owner.

§ 10.3 Without limitation of the foregoing, the Owner shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's books and records in connection with the Work at the

Construction Manager's offices. The Construction Manager shall facilitate any such audit by making necessary facilities available to the Owner and its representatives.

§ 10.4 If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, including, without limitation, any untimely request for payment as described in _____, the Construction Manager shall pay the Owner upon demand, when the overage is in excess of 0.25% of the Work, all the overcharged amount along with the complete cost of the administrative expenses incurred in determining the overage. The requirements of this Paragraph 10.4 shall not apply to any portion of an overcharge which is the subject of a good faith dispute between the Owner and the Construction Manager.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Based on the billings from subcontractors, vendors, and Construction Manager received by the 30th of the month, the Construction Manager will submit an Application for Payment to the Owner and Architect by the 1st day of the following month. Each Application will include all supporting documentation as required by this Contract. The Owner and Architect will complete their review and the Construction Manager will make changes (if required) by the 5th day of the month. The Owner shall make payment to the Construction Manager by forty-five (45) days following the date the Architect approved Application for Payment is received by the Owner. Construction Manager shall make payments to subcontractors and vendors within five (5) business days of receipt of payment from the Owner. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of interest in subparagraph 5.2.2 from and after the date when interest begins to accrue.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as modified;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as modified;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.7.3 The payment or partial payment of any Application for Payment by the Owner, including the final Application for Payment shall not constitute approval or acceptance of any Work or cost in such Application.

§ 11.1.7.4 Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment to Construction Manager if any one or more of the following conditions exist.

- .1 defective Work not remedied;
- .2 reasonable evidence that the Work will not be completed within the Contract Time and/or established milestone dates and that the unpaid balance would not be adequate to cover actual or the anticipated delay;
- .3 reasonable evidence that the Work will not be completed for the unpaid balance of the Guaranteed Maximum Price;
- .4 failure to carry out the Work in accordance with the Contract Documents;
- .5 reasonable evidence that Construction Manager has failed to pay subcontractors and/or suppliers; or
- .6 Construction Manager becomes insolvent or files for bankruptcy.

§ 11.1.8 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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

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

§ 11.1.9

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as modified, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

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

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

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12, §1.1.8 of A201–2017, as modified, and Article 15 of A201–2017, as modified. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect shall render initial interpretations pursuant to §1.1.8 and Article 15 of AIA Document A201–2017, as modified, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, as modified, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017, as modified
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, as modified.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the

Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017, as modified.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, as modified, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, as modified, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, as modified.

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

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, as modified, then the Owner shall pay the Construction Manager a termination fee as follows:

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

No Fee

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as modified, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance requirements set for in the Request for Qualifications dated August 3, 2023. the duration of the Preconstruction Services performed under this Agreement.

(Paragraphs deleted)

§ 14.3.1.6 Other Insurance

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

Coverage

Limits

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

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

§ 14.3.2 Construction Phase

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

§ 14.3.2.1 The Construction Manager shall provide Payment and Performance bonds in the amount of 100% of the Guaranteed Maximum Price proposal.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, as modified, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Init.

§ 14.5.1 Other Conditions and Services

§ 14.5.1.1 Within seven (7) days of execution of any Amendment to this Agreement, Contractor shall provide Owner with a notarized list of the names and addresses of any entity or individual who or which have been engaged or will be engaged as a subcontractor or supplier to Contractor on the Project, as well as identifying the type of materials, service, equipment or labor to be supplied by them. Contractor shall provide the Owner with the names and addresses of any additional subcontractors or suppliers involved in the Work, along with the requested information, within five (5) days of engaging same. Failure to submit such information to the Owner shall serve as a basis for withholding payment to the Contractor. Contractor shall likewise require each of its subcontractors to provide it with similar information from its lower tier subcontractors and suppliers as a pre-condition to payment.

§ 14.5.1.2 In addition to other required items, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner and in compliance with applicable laws in the state in which the Project is located.

- .1 A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has contracted, the amount of each such contract, the amount requested for the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from Contractor establishing receipt of payment or satisfaction of the payment requested in the current Application for Payment.
- .2 Commencing with the second Application for Payment submitted by Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities or disbursed prior to submittal by Contractor of the current Application for Payment.
- .3 Such other information or documentation as the Owner or Architect may reasonably require to verify payment or performance.

§ 14.5.1.3 In connection with Contractor's Final Application for Payment, Contractor shall provide a notarized Final Waiver of Liens as provided by the Owner. Contractor shall also submit the following, or similar documentation, with respect to amounts paid and/or owed by the Contractor to its Subcontractors, suppliers or any other entity with whom the Contractor has contracted for the Project: (1) AIA Form G706-Affidavit of Payment of Debts; (2) AIA Form G706A – Affidavit of Release of Liens; (3) unconditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have already been paid by the Contractor and its Subcontractors for their work, materials and/or equipment provided to the Project; and (4) conditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have not yet been fully paid by the Contractor or Subcontractor for their work, materials and/or equipment provided to the Project. The Contractor further agrees that final payment from the Owner to the Contractor or portions thereof, may be distributed by the Owner in the form of joint checks to satisfy the final payment amounts owed by Contractor to some or all of its Subcontractors, suppliers or others with whom the Contractor has contracted on the Project, or the Contractor shall provide other assurance, in a form satisfactory to the Owner, that upon release of final payment to the Contractor, all of these debts will be promptly and fully paid. The Contractor shall acknowledge, in writing, full and final payment upon the release of all remaining funds (whether paid directly to Contractor or, in whole or in part, by joint checks) and shall obtain unconditional Final Waivers from all Subcontractors, suppliers and others as those funds are promptly distributed.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, as modified, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3
- .4 AIA Document A201™-2017, as modified, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017, as modified, provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – RFQ for Construction Management Services dated August 3, 2023 (with all appendices and addenda thereto)

Exhibit B – RFP for Construction Management Services dated September 22, 2023 (with all appendices and addenda thereto)

Exhibit C – Construction Manager’s Proposal Package and Fee Response

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:29:43 ET on 09/27/2023.

PAGE 1

The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904

...

TBD

...

Westhill High School Construction Project
125 Roxbury Road
Stamford, CT
State Project #135-0280N

...

The SLAM Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033

PAGE 2

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

~~EXHIBIT B INSURANCE AND BONDS~~

...

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

...

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

PAGE 3

The Construction Budget for the new school, associate site work, utilities, field reconstruction, abatement and demolition of the existing school, general conditions, overhead and profit, construction manager contingency, bonding and insurance is \$257,696,058.00, inclusive of escalation costs.

...

Approval by Office of Grants Administration (formerly OSCG&R) June 30, 2025

...

October 1, 2025, notwithstanding early bid packages

...

March 31, 2028 for the new building

June 30, 2029 for the abatement and demolition of the existing building and remaining site work including athletic fields

...

Occupancy of new building for 2028-2029 academic year

...

Contractor to coordinate and develop plan with Owner and Architect to minimize disruption to the existing school operations while maintaining the project milestone dates, and in responding to regulatory approvals, market conditions, procurement concerns, and CT OSCGR approvals

...

The project shall meet LEED Silver requirements per city ordinance and conform to Connecticut High Performance Building Standards as required by Connecticut General Statutes.

...

The City of Stamford Director of Operations or their designee
888 Washington Boulevard
Stamford, Connecticut 06904

PAGE 4

Colliers Project Leaders (Owner's Representative)
135 New Road
Madison, CT 06443

...

By Architect

...

By Architect

...

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

Environmental Engineer

By Architect

...

Kemp Morhardt, AIA, NCARB
Principal
80 Glastonbury Boulevard
Glastonbury, CT 06033

PAGE 5

TBD

...

The Contractor shall publicly bid all trade packages in accordance with Connecticut General Statutes, the City of Stamford Ordinances, the State of Connecticut Department of Administrative Services pre-qualification requirements, the Commission on Human Rights and Opportunities (CHRO), and the Office of Grants Administration.

...

See the Request for Qualifications for Construction Manager Services published on August 23, 2023, and addenda thereto, and the Request for Proposal for Construction Manger Services issued on September 20, 2023, and addenda thereto.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner ~~shall~~may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

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The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager acknowledges that the Owner is relying upon the Construction Manager's special expertise and extensive construction experience working on projects involving work of the type to be found in this Project.

...

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, modified, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential

Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in ~~A201-2017~~A201-2017, modified, shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in ~~A201-2017~~A201-2017, modified, which document is incorporated herein by reference. The term "Contractor" as used in ~~A201-2017~~A201-2017, modified, shall mean the Construction Manager.

§ 2.4 Contract Time

§ 2.4.1 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents. The Deadline for Substantial Completion is as noted in Section 1.1.4. The Deadline for Final Completion is as noted in Section 1.1.4.

...

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of ~~A201-2017~~A201-2017, modified, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

...

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall develop a master milestone schedule for the Construction Phase of the Project, update and analyze cost estimates to reflect ongoing design development, identify potential value enhancement solutions for consideration by the Owner's construction team, assist the Owner and its agents with analysis and study of building sustainability strategies, review drawings and design specifications for constructability/material procurement/coordination among building components, coordinate and assist with permitting (as required), support and assist the Owner, Architect and their respective agents with the Office of Grants Administration, or its successor's, review process in order to maximize the finding of Project costs as Eligible Costs and to maximize Owner's reimbursement of Project costs from OGA/the State of Connecticut and assist the Owner in maximizing opportunities to receive funds from any other available funding sources.

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§ 3.1.3.2.1 The Construction Manager shall review progress drawings and specifications developed by the Architect to provide value analysis of construction materials and systems to the Owner and Architect in an attempt to maximize value within Owner's budget. Construction Manager reviews shall include assessments of constructability, current market procurement availability and cost considerations, best construction practices, and coordination issues. The Construction Manager will provide written comments to the Architect and will conduct backcheck reviews of prior comments when reviewing subsequent document iterations in order to ensure prior comments have been properly contemplated/incorporated into the design drawings and specifications. The Construction Manager shall collaborate with the Owner and Architect to identify bidding packages to be distributed by the Construction Manager as required herein.

§ 3.1.3.4 The Construction Manager shall assist the Owner and Architect in gaining the necessary approvals and permits required by governmental authorities. The Construction Manager shall attend public hearings, advise the Owner and Architect as appropriate in the securing of approvals and permits and will actively participate in the seeking of necessary approvals and permits for the Project.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: milestone dates for receipt and approval of pertinent information; submission of the Guaranteed Maximum Price proposal; components of the Work; preparation and processing of shop drawings and samples; times of commencement and substantial completion required of each Subcontractor; ordering and delivery of products, materials and equipment; including those that must be ordered in advance of construction; and the occupancy requirements of ~~the Owner.~~ the Owner, showing portions of the Project having occupancy priority. If Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

...

The Construction Manager, in consultation with the ~~Architect,~~ Architect and Owner, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. ~~The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.~~

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

§ 3.1.6.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Documentation for any of the design phases determined to exceed the allocated budget shall be modified by the Architect as mutually agreed by the Architect, Construction Manager and Owner to establish a revised design and/or construction scope which is within budget constraints. The Construction Manager and Owner will revise their respective construction cost estimates to incorporate the documented revisions and reconcile the estimates until a mutually agreed design and scope has been reached within the allocated budget.

...

§ 3.1.11.4 Pre-Qualifications of Bidding Subcontractors and Suppliers

The Construction Manager shall incorporate CT DAS pre-qualification requirements for bid packages estimated to be over \$500,000 in accordance with C.G.S. §4a-100. Upon receipt of bids, the Construction Manager, with input from the Owner and the Architect, shall confirm the qualifications of low bidders and validate that their bids include the complete scope. The Owner will make the final decision based on recommendations by the Construction Manager and the Architect for the award of trade contracts and material purchases.

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

§ 3.1.12.1 Bidding Process for Construction Contracts

The Construction Manager with the assistance of the Architect, shall issue bidding documents to the prequalified subcontract bidders and conduct pre-bid conferences with the bidders. Bids will be submitted to the Construction Manager and Owner. The Construction Manager shall solicit approximately five bids for each trade or specialty contractor package. A minimum of three bids must be received for each package unless specifically approved otherwise by the Owner. The Construction Manager shall meet with the bidders to review their approach to the work, scope of bid, ability to perform the work and solicit value engineering suggestions. All scope review meetings shall be audio recorded by the Construction Manager. A digital copy of such recording shall be submitted to the Owner within thirty (30) calendar day of any GMP Amendment approval by the Owner. As a result of these meetings, the Construction Manager shall recommend to the Owner that the subcontractor's bid be accepted or rejected for the respective trade packages based on compliance with the bid documents. Prior to recommending the acceptance of any subcontractors bid, the Construction Manager must demonstrate to the Owner and Architect that the scope and price submitted by the bidder is within the parameters of the Control Budget.

§ 3.1.12.2 Rejection of Bids

If the bids of the construction subcontractors are rejected, the Construction Manager shall provide services as listed in Section 3.1.11.4, 3.1.12 and 3.1.12.1 to rebid the respective packages. The Construction Manager is not authorized to reject any bids without written approval by the Owner.

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§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order-estimated Cost of the Work and the Guaranteed Maximum Price shall include a separately identified line item for the Construction Manager's contingency of no more than two percent (2%) of the trade bids, a sum established by the Construction Manager for the Construction Manager's use with the Owner's written permission to cover costs arising under Section 3.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. This Construction Manager's contingency (CM Contingency) shall be used to cover costs properly reimbursable under Article 6 (as amended) and as permitted by the regulations of the Office of Grants Administration. The CM Contingency is not allocated to any particular line item of the cost of the work and is established for the Construction Manager's use as may be required for costs incurred in the work from unforeseen causes that should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price (GMP). Such unforeseen causes include, but are not limited to (a) refinement and coordination of details of design (not inclusive of errors and omissions or programmatic change) within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents; (b) additional costs relating to trade contractor defaults, provided any such default is not due to the Owner's actions or failures to act;.

§ 3.2.4.1 Costs incurred as a result of the Construction Manager's or Subcontractor's error or non-compliant work will not be paid by the Owner or from the Construction Manager's contingency. These costs shall be borne by the Construction Manager or Subcontractor responsible for the error or non-compliant work.

§3.2.4.2 Costs incurred or rendered unreimbursable due to Contractor's failure to comply with the requirements of the Office of Grants Administration, including but not limited to the submission of State Change Orders with all attendant substantiating backup within published timeframes for reimbursement (i.e., 6-month rule), shall be borne by Contractor and shall not be chargeable to the CM contingency.

§3.2.4.3 Should the Owner discover that the Construction Manager has paid for non-compliant or errant work from the Construction Manager's contingency, the Construction Manager shall reimburse the Owner for said payments to the Subcontractor. This includes such discovery for a period of three (3) years after Final Payment.

§ 3.2.4.4 Upon substantial completion of the building, the Construction Manager shall return twenty-five percent (25%) of the remaining Construction Manager contingency to the Owner within forty-five (45) days. Upon final completion of the project, if there are savings within the Construction Manager's Contingency line item in the GMP, the remaining Construction Manager's Contingency will be returned 100% to the Owner as a deduct change order. All unused allowances shall be returned to the Owner within 30 days of issuance of the Certificate of Substantial Completion for the Interior of the Building as noted in Section 2.4.1. Allowances are not permitted to be transferred or credited to the Construction Manager Contingency.

§ 3.2.4.5 Subject to the Owner’s advance, written approval as set forth below, the Construction Manager may utilize the Construction Manager’s Contingency for any items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager need not seek pre-approval for incurring expense consistent with those items as allowed under Article 6, which have a value of less than \$5,000 per individual occurrence. The Construction Manager shall update the Construction Manager’s Contingency account balance on a monthly basis and review it with the Owner for the duration of the Project.

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§ 3.2.10 By executing the Guaranteed Maximum Price Amendment, the Construction Manager represents and warrants that the Drawings and Specifications and other materials and information furnished to the Construction Manager as of the date of the Guaranteed Maximum Price Amendment are sufficiently detailed to enable the Construction Manager to establish the Guaranteed Maximum Price, subject only to the Clarifications and Assumptions that will be attached to the Guaranteed Maximum Price Amendment. The Construction Manager shall not be permitted to claim any adjustment in the Guaranteed Maximum Price in connection with the timely completion of drawings, clarifications, supplemental information and other materials (collectively, "Supplemental Materials") issued by the Architect after the date of the Guaranteed Maximum Price Amendment.

...

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase. The Construction Phase shall commence on the earlier of and subject to the receipt of the applicable Building Permit:

- .1 the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- .2 the Owner’s first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager’s own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. Manager shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Construction Manager’s staff shall be persons agreed upon with the Owner.

§ 3.3.1.3 Such key members of the Construction Manager’s staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Construction Manager. If a key member is no longer capable of performing in the capacity so agreed, the Owner and the Construction Manager shall agree on a mutually acceptable substitute.

§ 3.3.1.4 During the performance of the Work, the Construction Manager shall keep a competent superintendent at the Project site, fully authorized to act on behalf of the Construction Manager. Notice from the Owner or the Architect to such superintendent/project manager in connection with defective Work and instructions for performance of the Work shall be considered notice of such issues to the Construction Manager.

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§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule that delineates a critical path of construction activities for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, as modified. This construction schedule will serve as the baseline schedule when evaluating time extensions during the course of the Project.

§ 3.3.2.2.1 The Construction Manager shall create and maintain a detailed construction task schedule which tracks actual construction progress against the schedule established in the preconstruction phase of the Project. The Construction Manager shall communicate the schedule to the construction subcontractors, the Owner and the Architect, and take appropriate steps within the Construction Manager’s authority to ensure all parties adhere to the schedule.

...

§ 3.3.2.6 The Construction Manager is responsible for the coordination and oversight of all construction activities.

§ 3.3.2.7 The Construction Manager shall maintain supervisory and/or management personnel on site at all times when construction or construction related activities are taking place.

§ 3.3.2.8 The Construction Manager shall arrange and conduct a preconstruction conference with the construction subcontractors, the Architect and the Owner to cover the general practices, relationships of the parties, construction site rules, regulations, and procedures and to encourage positive working relationships among all parties.

§ 3.3.2.9 The Construction Manager shall maintain quality control of the construction progress by way of its full-time supervision on the site to ensure work is progressing in accordance with construction documents. The Construction Manager must develop, implement, utilize, and maintain a published quality control plan that designates specific quality control personnel, specific procedures and notifications including written notifications, and issue resolution practices. The quality control plan and resulting quality issue notices shall be available for Owner and Architect review throughout construction.

§ 3.3.2.10 The Construction Manager shall maintain job site records including all contracts for construction, construction documents, submittals, materials samples, as-built drawings, or other documentation relevant to the construction of the Project.

§ 3.3.2.11 The Construction Manager shall provide an appropriate onsite job office including space to conduct job meetings. The office will be of temporary construction, trailers or portable enclosures to maintain adequate conditions for its field personnel. The office will be equipped with, as a minimum, adequate heating and cooling, lighting and office equipment, telephone, fax, copier and supplies.

§ 3.3.2.12 The Construction Manager shall maintain a construction cost accounting system which provides up to date costs for both actual expenses and anticipated costs. The accounting system must also provide comparisons of these costs to the design and construction control budget.

§ 3.3.2.13 The Construction Manager shall record and prepare proposals for change orders. The proposals for change orders shall be submitted to the Owner and the Architect for review, approval or rejection, and change order preparation by the Architect. A record listing all change orders proposed, rejected and approved shall be maintained by the Construction Manager.

§ 3.3.2.14 The Construction Manager shall be the sole source of all questions from subcontractors and suppliers relating to clarifications of the construction documents and changes to the construction contracts. The Construction Manager shall review all such requests for clarification and/or information from the subcontractors and suppliers, as appropriate, and forward these requests to the Architect for clarification with copy to the Owner.

§ 3.3.2.15 The Construction Manager, in cooperation with the Architect, shall prepare a list of required submittals for the Project at the earliest time possible after commencement of the construction phase. The Construction Manager shall prepare a schedule for each required submittal by each construction subcontractor to expedite and coordinate the receipt, review and ordering of materials within the necessary sequence of the construction.

§ 3.3.2.16 The Construction Manager shall endeavor to minimize or prevent construction activities from negatively affecting the ongoing working environment of the Owner.

§ 3.3.2.17 The Construction Manager shall create and maintain a construction site safety program to ensure all personnel in and around the construction areas are reasonably protected at a minimum to the requirements of the law. The Construction Manager shall monitor all activities on the site to promote safe and secure conditions.

§ 3.3.2.18 The Construction Manager shall develop a project close-out program including the assembling for transmittal to the Owner all operations and maintenance manuals, warranties, as-built drawings, approved materials submittals and any other records for delivery to the Owner.

§ 3.3.2.19 The Construction Manager shall arrange for Certificate of Occupancy as required by local jurisdictions.

§ 3.3.2.20 The Construction Manager shall attend or otherwise assist with public meetings, meetings with the Owner's employees or governmental conferences deemed necessary in the execution of the Project.

§ 3.3.2.21 The Construction Manager shall coordinate the start up, testing and training of Owner personnel as required under the construction documents. The Construction Manager shall also cooperate with the Commissioning Agent engaged directly by the Owner and shall manage and coordinate any necessary corrective work discovered during the commissioning process. The Construction Manager shall also arrange for and coordinate any warrantee work until the date one year after the date of substantial completion.

§ 3.3.2.22 The Construction Manager shall clean the construction area in the building and on the site and maintain these areas in an orderly and well-kept condition. All trash resulting from the construction activities, shall be properly and lawfully disposed of by the Construction Manager throughout the duration of the Project.

§ 3.3.2.23 The Construction Manager shall provide final cleaning of all areas prior to their being occupied by the Owner either temporarily or permanently.

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

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The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, as modified, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

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

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~()~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. ~~Intentionally Deleted.~~

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

% per annum

...

15% including all lower tier subcontractors.

§ 6.1.5 ~~Rental rates for Construction Manager-owned equipment shall not exceed _____ percent (____%) of the standard rental rate paid at the place of the Project.~~ NOT APPLICABLE

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If the Construction Manager fails to achieve Substantial Completion of the work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first calendar day following the expiration of the Contract Time set forth above and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. Liquidated damages shall be in the amount of five thousand dollars (\$5,000) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner, at the demand of Owner, together with interest from the date of the demand.

...

At the completion of the Project, if the Total Cost of the Work including the Construction Manager's Fee is less than the Guaranteed Maximum Price as adjusted by Change Orders, the remaining funds shall be deemed to be savings. All of the savings shall inure to the benefit of the Owner.

...

§ 6.2.1 All proposed expenditures against allowances within the Guaranteed Maximum Price shall be reviewed with the Architect and Owner for approval prior to inclusion within any Application for Payment. The use of allowances within the Guaranteed Maximum Price for other than the specific purpose listed in the Guaranteed Maximum Price will not be permitted without specific approval from the Owner.

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's fee for the proposed change order shall be at the same rate as that established in Section 6.1.2 of this Agreement.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's general conditions costs shall be from actual costs for the added general conditions items. Therefore, added costs for supervision will only be included if the change order includes an increase in contract time or acceleration of the Work.

§ 6.3.1.2 In calculating costs of proposed change orders by the Construction Manager, only the CM fee and general conditions shall be included as the Construction Manager's mark-up on those costs for the change order work as defined in Section 6.1 of this Agreement.

§ 6.3.1.3 In determining changes in Contract Time in proposed change orders submitted by the Construction Manager, additional Contract Time shall be determined to be an increase in time to complete the Project caused by the Work or circumstances described in the change order. Additional Contract Time will not be considered unless the Construction Manager provides documentation to the Architect and Owner that the circumstances described in the proposed change order has affected and lengthened the critical path schedule submitted with the Guaranteed Maximum Price proposal. If the proposed change order does not affect the critical path shown in the GMP base schedule, the Construction Manager's request for additional Contract Time will be rejected.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed

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

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. ~~the~~ Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, as modified, General Conditions of the Contract for Construction. In the event of the parties' failure to agree upon a Guaranteed Maximum Price, this Agreement shall terminate in accordance with Paragraph 13.1.5.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement. ~~Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as modified, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly. ~~In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, as modified, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.~~

§ 6.3.6 If no specific provision is made in Article 6 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 6 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. ~~Article 7~~ or as may be otherwise stipulated in the amendment of this Agreement.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops.~~ workshops, per rates set forth in prevailing wage rates schedule for the Project, if applicable.

...

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work~~ Work, as approved in writing, by the Owner in advance.

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§ 7.2.6 No labor costs shall be reimbursed to the Construction Manager for Construction Manager’s own personnel unless specifically authorized in writing by the Owner in advance.

...

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

...

§ 7.6.1 Premiums for that portion of insurance and Performance and Payment bonds required by the Contract Documents that can be directly attributed to this Contract.

...

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is ~~liable~~ liable, if applicable.

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

...

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

...

§ 7.6.7 Costs of document reproductions for large quantities such as bid specifications and bid drawings and delivery charges.

...

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, and other than those between Construction Manager and its subcontractors,

suppliers, and/or consultants, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. All legal issues should be immediately brought to the Owner's attention.

...

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work~~ Work, as approved by the Owner, in writing in advance, other than to and from the Project site or Construction Manger's office.

§ 7.6.11.1 Costs associated with out-of-town travel except to or from project site or the Construction Manager's office.

...

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document ~~A201-2017~~ A201-2017, as modified.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the ~~negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Notwithstanding anything to the contrary herein, in no event shall the Cost of the Work include the costs to repair or correct defective Work or Work not in accordance with the Contract Documents.~~

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document ~~A201-2017~~ A201-2017, as modified, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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.3 Expenses of the Construction Manager's principal office and offices other than the site ~~office;~~ office (including, without limitation, in house computer costs and other costs of doing business, services and related expenses to maintain such offices);

...

.9 Costs for services incurred during the Preconstruction Phase.

.10 Costs to repair or correct defective Work or Work not in accordance with the Contract Documents.

§ 7.9.2 Except as otherwise provided in this Agreement, costs due to the fault, negligence, or failure to fulfill a specific responsibility to the Owner as set forth in this Agreement of the Construction Manager, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming part of the Work. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. Costs that are incurred or rendered unreimbursable as a result of the Contractor's failure to comply with the requirements of the OSCGR, including but not limited to the submission of State Change Orders with all attendant substantiating backup within published timeframes for reimbursement (i.e., 6-month rule), shall be borne by Contractor and shall not be chargeable to the CM contingency.

§ 7.9.3 Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives by the Construction Manager or any Subcontractor.

§ 7.9.4. Cost of Work authorized or performed by the Construction Manager as described in Sections 7.9.1.1 through 7.9.1.10, not authorized in advance by the Owner, will not be reimbursed unless such work is within the approved Guaranteed Maximum Price.

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~~§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~INENTIONALLY OMITTED.

...

§ 10.1 All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis shall have the same obligations to retain records and permit audits as required of the Construction Manager.

§ 10.2 If requested by the Owner, the Construction Manager shall promptly, within 30 days, deliver to the Owner copies of all correspondence, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents relating to the Project, in a form acceptable to the Owner.

§ 10.3 Without limitation of the foregoing, the Owner shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's books and records in connection with the Work at the Construction Manager's offices. The Construction Manager shall facilitate any such audit by making necessary facilities available to the Owner and its representatives.

§ 10.4 If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, including, without limitation, any untimely request for payment as described in _____, the Construction Manager shall pay the Owner upon demand, when the overage is in excess of 0.25% of the Work, all the overcharged amount along with the complete cost of the administrative expenses incurred in determining the overage. The requirements of this Paragraph 10.4 shall not apply to any portion of an overcharge which is the subject of a good faith dispute between the Owner and the Construction Manager.

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

...

~~§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the _____ day of the _____ month. If an~~Based on the billings from subcontractors, vendors, and Construction Manager received by the 30th of the month, the Construction Manager will submit an Application for Payment to the Owner and Architect by the 1st day of the following month. Each Application will include all supporting documentation as required by this Contract. The Owner and Architect will complete their review and the Construction Manager will make changes (if required) by the 5th day of the month. The Owner shall make payment to the Construction Manager by forty-five (45) days following the date the Architect approved Application for Payment is received by the Architect after the application date fixed above,

payment of the amount certified shall be made by the Owner not later than ~~()~~ days after the Architect receives the Application for Payment. the Owner. Construction Manager shall make payments to subcontractors and vendors within five (5) business days of receipt of payment from the Owner. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of interest in subparagraph 5.2.2 from and after the date when interest begins to accrue.

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

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§ 11.1.7 In accordance with AIA Document ~~A201-2017~~ A201-2017, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2017, as modified;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2017, as modified;

...

- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.7.3 The payment or partial payment of any Application for Payment by the Owner, including the final Application for Payment shall not constitute approval or acceptance of any Work or cost in such Application.

§ 11.1.7.4 Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment to Construction Manager if any one or more of the following conditions exist.

- .1 defective Work not remedied;
- .2 reasonable evidence that the Work will not be completed within the Contract Time and/or established milestone dates and that the unpaid balance would not be adequate to cover actual or the anticipated delay;
- .3 reasonable evidence that the Work will not be completed for the unpaid balance of the Guaranteed Maximum Price;
- .4 failure to carry out the Work in accordance with the Contract Documents;
- .5 reasonable evidence that Construction Manager has failed to pay subcontractors and/or suppliers; or
- .6 Construction Manager becomes insolvent or files for bankruptcy.

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Five percent (5%)

...

§ 11.1.9 ~~If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~

...

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as modified, and to satisfy other requirements, if any, which extend beyond final payment;

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

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

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article ~~12 and Article 15 of A201-2017~~. 12, §1.1.8 of A201-2017, as modified, and Article 15 of A201-2017, as modified. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect ~~will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017~~ shall render initial interpretations pursuant to §1.1.8 and Article 15 of AIA Document A201-2017, as modified, for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, as modified, the method of binding dispute resolution shall be as follows:

...

[] Arbitration pursuant to Article 15 of AIA Document ~~A201-2017~~. A201-2017, as modified

[**X**] Litigation in a court of competent jurisdiction

...

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of ~~A201-2017~~. A201-2017, as modified.

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document ~~A201-2017~~. A201-2017, as modified.

...

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, as modified, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document ~~A201-2017~~

A201-2017, as modified, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

...

- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document ~~A201-2017~~A201-2017, as modified.

...

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, as modified, then the Owner shall pay the Construction Manager a termination fee as follows:

...

No Fee

...

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

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

...

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, as modified, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

The Construction Manager shall maintain the ~~following insurance requirements set forth in the Request for Qualifications dated August 3, 2023. the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than —(\$ —) for each occurrence and —(\$ —) in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than —(\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages~~

~~required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

...

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, as modified, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, ~~Exhibit B~~, Insurance and Bonds, and elsewhere in the Contract Documents.

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents. Payment and Performance bonds in the amount of 100% of the Guaranteed Maximum Price proposal.~~

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, as modified, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

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§ 14.5.1 Other Conditions and Services

§ 14.5.1.1 Within seven (7) days of execution of any Amendment to this Agreement, Contractor shall provide Owner with a notarized list of the names and addresses of any entity or individual who or which have been engaged or will be engaged as a subcontractor or supplier to Contractor on the Project, as well as identifying the type of materials, service, equipment or labor to be supplied by them. Contractor shall provide the Owner with the names and addresses of any additional subcontractors or suppliers involved in the Work, along with the requested information, within five (5) days of engaging same. Failure to submit such information to the Owner shall serve as a basis for withholding payment to the Contractor. Contractor shall likewise require each of its subcontractors to provide it with similar information from its lower tier subcontractors and suppliers as a pre-condition to payment.

§ 14.5.1.2 In addition to other required items, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner and in compliance with applicable laws in the state in which the Project is located.

- .1 A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has contracted, the amount of each such contract, the amount requested for the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from Contractor establishing receipt of payment or satisfaction of the payment requested in the current Application for Payment.
- .2 Commencing with the second Application for Payment submitted by Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities or disbursed prior to submittal by Contractor of the current Application for Payment.
- .3 Such other information or documentation as the Owner or Architect may reasonably require to verify payment or performance.

§ 14.5.1.3 In connection with Contractor’s Final Application for Payment, Contractor shall provide a notarized Final Waiver of Liens as provided by the Owner. Contractor shall also submit the following, or similar documentation, with respect to amounts paid and/or owed by the Contractor to its Subcontractors, suppliers or any other entity with whom the Contractor has contracted for the Project: (1) AIA Form G706-Affidavit of Payment of Debts; (2) AIA Form G706A – Affidavit of Release of Liens; (3) unconditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have already been paid by the Contractor and its Subcontractors for their work, materials and/or equipment provided to the Project; and (4) conditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have not yet been fully paid by the Contractor or Subcontractor for their work, materials and/or equipment provided to the Project. The Contractor further agrees that final payment from the Owner to the Contractor or portions thereof, may be distributed by the Owner in the form of joint checks to satisfy the final payment amounts owed by Contractor to some or all of its Subcontractors, suppliers or others with whom the Contractor has contracted on the Project, or the Contractor shall provide other assurance, in a form satisfactory to the Owner, that upon release of final payment to the Contractor, all of these debts will be promptly and fully paid. The Contractor shall acknowledge, in writing, full and final payment upon the release of all remaining funds (whether paid directly to Contractor or, in whole or in part, by joint checks) and shall obtain unconditional Final Waivers from all Subcontractors, suppliers and others as those funds are promptly distributed.

...

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

...

- .3 ~~AIA Document A133™–2019, Exhibit B, Insurance and Bonds~~
- .4 AIA Document A201™–2017, as modified, General Conditions of the Contract for Construction

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017-A201–2017, as modified, provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – RFQ for Construction Management Services dated August 3, 2023 (with all appendices and addenda thereto)

Exhibit B – RFP for Construction Management Services dated September 22, 2023 (with all appendices and addenda thereto)

Exhibit C – Construction Manager’s Proposal Package and Fee Response

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 10:29:43 ET on 09/27/2023 under Order No. 3104239272 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the ___ day of ___ in the year ___, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the ___ day of ___ in the year ___ (the "Agreement")

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

for the following **PROJECT:**
(Name and address or location)

Westhill High School Construction Project
125 Roxbury Road
Stamford, CT
State Project #135-0280N

THE OWNER:
(Name, legal status, and address)

The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed TBD(\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(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 this certification at 14:23:47 ET on 09/22/2023 under Order No. 3104239272 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Westhill High School Construction Project
125 Roxbury Road
Stamford, CT
State Project #135-0280N

THE OWNER:

(Name, legal status and address)

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

THE ARCHITECT:

(Name, legal status and address)

The S/L/A/M Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033

14 **TERMINATION OR
SUSPENSION OF
THE CONTRACT**

15 **CLAIMS AND
DISPUTES**

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

(1917987665)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.1.1 Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are also provided by statute, City of Stamford Charter, and the City Code, including but not limited to Sections 103-1 through 103-7, notwithstanding the fact that they are not specifically enumerated herein. Accordingly, any provision required by such governmental requirements to be included in this Contract shall be deemed to be so included as though fully set forth herein. However, compliance with such governmental requirements does not diminish the Contractor's responsibilities hereunder. A reference to certain statutes which are applicable to the Project are contained herein and are specifically incorporated by reference as Contract Documents.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and~~

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~~shall not be liable for results of interpretations or decisions rendered in good faith.~~ Parties to the Agreement have agreed that there shall be no Initial Decision Maker. Instead, the Architect shall render initial interpretations. Therefore, all references in the Agreement and these General Conditions to the Initial Decision Maker shall mean the Architect and all references in the Agreement and these General Conditions to a "decision" by the Initial Decision Maker shall mean an "interpretation."

§ 1.1.9 The Project Manual

The Project Manual is a volume assembled for the Work which may include the bidding information, bidding requirements, sample forms, schedules, Conditions for the Contract, Drawings, and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required ~~only~~ to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 In the event of conflict in or between the Contract Documents, the Contractor shall be held to the higher quality or greater quantity as set forth therein as determined by the Owner and Architect.

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

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

§ 1.2.3.1 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names or similar reference, no substitutions may be made unless accepted by the Owner in writing prior to execution of the Contract, or, if accepted as a change in the Work in accordance with Sections 3.4.2, 3.4.2.1 and 3.4.2.2 hereof. Where two or more products are shown or specified, the Contractor has the option to use either shown or specified.

§ 1.2.3.2 When applied to materials and equipment required for their Work, the words "furnish," "install," and "provide" shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
- .3 The word "install" shall mean to lace in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish."
- .4 The phrase "furnish and install" shall be equivalent to the word "provide." Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install..."
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

~~The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form, they shall endeavor to establish necessary protocols governing such transmissions unless otherwise already provided in the Agreement or the Contract Documents.~~

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as

otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.[Not Used]~~

§ 2.2 Evidence of the Owner's Financial Arrangements – [Not used]

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but~~ Owner makes no warranties as to the accuracy or completeness of such material. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Bid documents, Project Manual and Drawings can be picked up from County Reproductions, 39 Belden Street, Stamford, CT 06902. Phone (203) 348-3758. Fax (203) 348-2654. A non-refundable fee will be charged for these documents.~~

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, in its sole discretion and without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the have: (a) furnish, or employ a person or entity to furnish, labor services, materials or equipment to correct, remove, replace and/or repair such deficiencies, as the Owner deems most expedient; (b) take such actions as the Owner deems necessary to regain and/or maintain the Schedule; and/or (c) withhold payment permitted under the Contract Documents. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not neglect or failure. If payments then or thereafter due the Contractor are no sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Owner), and immediate and imminent risk of harm to the public, the Owner shall have the right to carry out the Work without notice at the Contractor's cost and/or deduct such sums from amounts due the Contractor.

§ 2.6 Rights Cumulative

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner under the Contract Documents, at law, or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be ~~performed~~, performed (including, without limitation, (i) the location, condition, layout and mature of the Project site and surrounding areas; (ii) anticipated labor and supply costs; and (iii) availability and cost of materials, tools and equipment) and correlated personal observations with requirements of the Contract Documents. During the period that the Contractor is in care, custody and control of the Project site, the Owner assumes no responsibility or liability fo rhte physical condition or safety of the project site or any improvements located on the Project site. During execution of the Work, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contact Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirement of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions and verify all grades, elevations, dimensions or locations at the site affecting it. Any defects resulting from the Contractor's failure to comply with its obligations under this paragraph shall be promptly rectified by the Contractor without additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor~~ Owner and Architect as a request for information in such form as the Architect may require. ~~require if the Contractor observes or is aware of any errors, inconsistencies or omissions in the Contract Documents or between the Contract Documents and the field conditions, or if a portion of the Contract Documents is at variance with applicable law.~~ It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances as they related to performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Preconstruction Inspection

The Contractor shall notify the Owner and the Architect in writing of any existing damage to the property or unsafe conditions at the site prior to commencing the Work.

§ 3.2.6 The Contractor shall reimburse the Owner for costs incurred by the Architect for design and construction administration services which are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Architect to perform:

- Review of unreasonable amount of Contractor's submittals and submittals substantially incomplete or out of sequence from the submittal schedule provided by the Contractor and agreed to by the Architect;

- Responding to an unreasonable amount of responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior correspondence or documentation;
- Change Orders and Construction Change Directives requiring the preparation or revision of instruments of service and not otherwise caused by errors and omissions in the design or change in scope by the Owner;
- Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Service resulting therefrom, except to the extent made necessary by unavailability of materials or equipment specified in the Specifications;
- Contract Administration services provided 135 days or more after Substantial Completion, if caused by the negligence or breach by the Contractor.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor and not the Owner shall be solely responsible for, and have control over, charge of and responsibility for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~ Contract, notwithstanding any of the rights and authority granted by Owner in the Contract Documents. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures ~~may not be safe, the Contractor shall give timely~~ will not be safe with the proper exercise of safety precautions and programs required hereunder, the Contractor shall give timely written notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work without further written instructions from the Architect or Owner.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. The Contractor shall be required to take appropriate precautions for workers performing tasks in asbestos environments.

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

§ 3.3.4 If part of the Work is adjacent to or dependent upon work by a separate contractor or the Owner's own forces, the Contractor shall meet and coordinate with such separate contractor or forces prior to proceeding with that portion of the Work.

§ 3.3.5 The Contractor shall ensure that sufficient personnel are employed at the Project site in order to complete the Project in accordance with the construction schedule and in accordance with the Owner's objectives as to cost and quality.

§ 3.4 Labor and Materials

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

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the~~ The Contractor may make substitutions only with the

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consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Substitutions and alternates may be rejected in the Owner's sole discretion. Substitutions and alternates will be considered only if: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations; (ii) specified products are unavailable through no fault of the Contractor or any Subcontractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in a designated space; (iv) the manufacturer or fabricator refuses to certify or guarantee the performance of the specified product as required; or (v) when, in the sole judgment of the Owner, a substitution would be substantially in the Owner's best interest in terms of cost, time or other considerations.

§ 3.4.2.1 No time extensions shall be allowed nor any responsibility assumed by the Owner if the Contractor submits a request for a substitution, whether such request is approved or denied.

§ 3.4.2.2 Notwithstanding the Owner's approval of any substitution, the Contractor shall be responsible for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall, upon written request of the Owner, remove and replace workers where the Owner deems such worker(s) to be disorderly, careless or incompetent, or to be employed in violation of the terms of the Contract Documents, at no increase in the Contract Sum or the Contract Time.

§ 3.4.4 The Contractor shall only employ or hire Subcontractors in connection with the Work capable of working harmoniously with all trades, crafts or other individuals associated with the Project and with Owner's own forces and separate contractors. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 The Contractor shall require each worker to dress appropriately in a clean, neat and professional manner and to conduct themselves with respect and courtesy.

§ 3.4.6 The Contractor shall control the volume of communication radios and loudspeakers to avoid creating a nuisance.

§ 3.4.7 All forms of lewdness and sexual harassment including: touching, whistling, sexually explicit jokes, drawings, photos, representations, exhibitionism and all other sexually oriented offensive behavior is strictly prohibited.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Except when a longer warranty time is specifically called for in the Specifications or is otherwise provided by law, and subject to the provisions of § 12.2.2 hereof, all warranties shall be for a period of eighteen (18) months from the date of Substantial Completion, and shall be in form and content consistent with industry standards. Warranties shall become effective upon Substantial Completion of the entire Project. The Contractor's warranty obligations shall survive acceptance of the Work by the Owner and Architect and termination of the Contract. The Contractor's warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract Documents.

§ 3.5.3 The Contractor shall be solely responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to furnish at the Contractor's

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expense, reasonable evidence that a material meets such requirements.

§ 3.5.4 The Contractor shall procure and deliver to the Architect, no later than Substantial Completion, all special warranties required by the Contract Documents. Delivery of such warranties shall constitute the Contractor's guarantee to the Owner that the warranties will be performed in accordance with their terms and conditions.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is tax exempt. The Contractor shall familiarize itself with current, applicable tax statutes, regulations and procedures. The tax on the sale of such materials or supplies that is available for exemption by such statutes and regulations shall not be included as part of the price for any Work performed or included in an application for payment. A tax exemption certificate is available from the Owner for purchases pertaining to the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded of the Work. The Contractor shall secure all certificates of inspection, use, occupancy, permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon Substantial Completion of the Work.

§ 3.7.1.1 The Contractor shall comply with all requirements of the State of Connecticut's Department of Construction Services Office of Grants Administration (CT OGA, formerly OSCG&R) and its successor(s), shall comply with and strictly adhere to all requirements pertinent to the State of Connecticut school construction grant applied for by the Town (in order to maximize the amount of grant funding and Project cost reimbursement eligibility) and shall familiarize itself with and comply with any applicable laws, rules, statutes, ordinances, regulations or legal requirements of public agencies having jurisdiction over the Project. **This includes, but is not limited to, rules pertaining to the submission of State Change Orders with all attendant substantiating backup within published timeframes for reimbursement (i.e., 6-month rule). Costs that are incurred or rendered un-reimbursable as a result of the Contractor's failure to comply with the requirements of the OGA, including but not limited state change orders, shall be borne by Contractor and shall not be chargeable to the CM contingency.**

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

§ 3.7.3 If the Contractor performs Work ~~knowing it~~ which it knows or should in the exercise of reasonable judgment know to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction~~ correction in addition to any other damages incurred by the Owner.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~44~~ 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor~~, Contractor in writing, stating the reasons. If either party disputes the

Architect's determination or recommendation, that party may ~~submit a Claim as provided in Article 15.~~ proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions that were disclosed to or that reasonably should have been known to the Contractor in the proper exercise of its obligations hereunder.

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Individuals employed at the Project site must be acceptable to and approved by the Owner, and shall be replaced upon the reasonable request of the Owner with individuals acceptable to and approved by the Owner. The Project Manager, Assistant Project Manager and Superintendent may not be removed or replaced without the prior written consent of the Owner.

§ 3.9.1.2 The Contractor's Superintendent and similar authorized representative of any Subcontractor, supplier or any other person or organization shall attend all meetings as required by the Owner.

§ 3.9.1.3 When the presence of a Subcontractor or Sub-subcontractor is required at a job meeting, the Contractor shall require that the Subcontractor or Sub-subcontractor be represented by an authorized representative who is empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. All required notices may be served on such representatives.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of~~ furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14 day period shall constitute notice of no reasonable objection. superintendent and necessary assistants. If the Owner or Architect objects to the Contractor's Superintendent or any assistant, whether initially or otherwise, the Contractor shall submit a competent replacement Superintendent or assistant at no increase in the Contract Sum or the Contract Time..

§ 3.9.3 The Contractor shall not employ a proposed superintendent or necessary assistants to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent ~~without the~~

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Owner's consent, which shall not unreasonably be withheld or delayed or necessary assistants without written consent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall ~~contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work.~~ The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, not exceed time limits current under the Contract Documents, shall be updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for orderly, sequential, expeditious and practicable execution of the Work. The baseline construction schedule and all schedule updates shall clearly delineate all Subcontractor start and finish dates, realistic activity sequences and durations, allocations of labor and materials, critical dates by which Shop Drawings, Product Data, Samples and other submittals must be processed and the times by which products requiring long delivery lead times must be procured, as well as the anticipated dates for the Owner's other contractors, if any, to coordinate their work with the Contractor's Work. The Contractor shall update the construction schedule on a monthly basis, or more frequently as necessary to keep the Owner apprised of the progress of the Work. Construction schedule updates shall conspicuously note any changes to the prior submitted schedule update. The construction schedule shall not be modified or extended without the prior approval of the Owner in each instance.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The Contractor shall collaborate with the Architect to establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals

§ 3.10.3 Time is of the Essence of the Contract The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect, strict accordance with the approved construction schedule. The Contractor's compliance with the construction schedule shall be a material obligation of this Contract. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any actual delays or reasonably anticipated delays. The Contractor shall recommend to the Owner adjustments in the construction schedule necessary to meet the date for Substantial Completion. In the event of any actual or reasonably anticipated delays, the Contractor shall propose an affirmative plan to overcome the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or schedule update constitute an adjustment in the Contract Time or the Contract Sum.

§ 3.11 Documents and Samples at the Site

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

§ 3.11.2 The Contractor shall maintain at the Project site on a current basis, records of all subcontracts, purchase orders, materials, equipment, maintenance and operating manuals and instructions, warranties, and any other related documents and revisions which arise out of any subcontract or the Work. The Contractor will make records stored at its home office available to the Owner at the Project site on the Owner's request. At the completion of the Project, the Contractor shall deliver all such records to the Owner.

§ 3.11.3 The Contractor shall indicate on the record drawings, as far as possible, all new and existing pipe and conduit runs which are concealed. The Contractor shall indicate on the record drawings the electrical distribution panel and circuit number supplying each item installed or reconnected, with the diagrammatic lines showing sequence of connections.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals for dimensional accuracy and coordination with the requirements of the Work and of the Contract Documents. Any intended deviation from the requirements of the Contract Documents shall be conspicuously identified. Measurements not available prior to the presentation of a Submittal shall be conspicuously noted as not available and, to the extent reasonably possible, such measurements shall be obtained and incorporated into the Submittal by the submitting person or entity prior to fabrication.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect. The Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials systems or equipment.

§ 3.13 Use of Site

~~The Contractor shall confine operations at the site to areas permitted right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confirm the Contractor's apparatus, the storage of materials and the operations of the Contractor's workers to limits indicated by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and lawful orders of public authorities, the Contract Documents and/or directions, and/or directions of the Architect and shall not unreasonably encumber the site with materials or equipment premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.~~

§ 3.13.1 Following the date of Substantial Completion, the Contractor shall notify the Owner prior to each entry to the Site, and neither the Contractor nor its Subcontractors shall enter the Site without the express permission of the Owner. The Contractor shall confine operations at the Site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

§ 3.13.2 Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other such adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor shall accept delivery and arrange storage, protection, insurance and security, at Owner's expense, for all Owner purchased materials, systems and equipment, if any, which are a part of the Work until such items are turned over to the Subcontractors and cause all such materials, systems and equipment to be insured under the builder's risk policy Contractor is obligated to carry pursuant to this Agreement, with any increase in the premium of such policy paid for by Owner without any additional fee or mark-up charged by Contractor.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, ~~fitting, or coring, fitting, and~~ patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or properly as described in the

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Contract Specifications. All areas requiring cutting, coring, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting, or coring, fitting, and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, coring, fitting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of ~~the~~ such Separate Contractor. ~~Consent~~ Such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's ~~consultants, consultants and representatives,~~ and agents and employees of any of them from and against any and all liability, costs, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions to the extent caused by the breach of contract or negligent acts or omissions or intentional misconduct of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 As pertains to Paragraph 3.18, the Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor where there is not a commonality of interests between the Owner and the Contractor or as to claims that are not insured. The Contractor expressly consents to the Owner's selection of legal counsel and waives any waivable conflict.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect shall have no authority to order any extra-contractual work or services, contractually bind the Owner or alter the Owner's rights and obligations under the Contract Documents.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. encourages direct communication between and among the representatives of the Owner, Architect and Contractor at all times during the Project for the purpose of the timely sharing of Project data and information. Written communications between or among the Contractor, Architect or Owner shall be copied to each of them, unless the Owner, in its discretion, determines otherwise with respect to specific communications. Communications with consultants and subcontractors shall be through the designated representatives of the entity that retained such consultant or subcontractor.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor's Applications for Payment, and the Owner shall have the right to communicate with any individual or entity involved in the Project to verify amounts included in Applications for Payment.

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

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site-site, which agreement shall be set forth in an Exhibit and incorporated into the Contract Documents. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the Owner first approves such subcontracting in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. In addition to the foregoing, pursuant to §103.4 of the City of Stamford Code of Ordinances, within fifteen (15) days after receipt of the Notice to Proceed, the Contractor agrees to provide Owner with the names and addresses of all consultants to be used for any subcontract that shall be in an amount in excess of ten thousand (\$10,000.00) dollars. Such information shall be supplied at the time such contracts are executed. The Owner or Architect will promptly reply to the Contractor in writing stating (1) whether the Owner or the Architect (+) has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Architect to provide notice within the 14 day period Owner or Architect to reply promptly shall constitute notice of no reasonable objection.~~

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. The Owner may reasonably require the Contractor to change any Subcontractor previously approved, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change. The Contractor shall supply Owner with a list of the names and addresses of all Subcontractors and material suppliers on request and from time to time.

§ 5.2.5 If any of the Subcontractors or personnel involved in the Project is not fulfilling its responsibilities properly, the Owner may require such personnel to be terminated or removed and replaced as expeditiously as possible with Subcontractors or personnel acceptable to the Owner.

§ 5.2.6 Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Owner and any of the Subcontractors, except as provided in § 5.4.

§ 5.2.7 All Subcontractors shall be properly licensed by the State of Connecticut and are required to obtain their own permits.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. ~~Where appropriate, the~~ The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed

Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 ~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~ When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 ~~The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation, to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner's separate contractors, if any, may have access to those portions the Project Site under construction prior to the anticipated date of Substantial Completion for the purpose of installing items which it is more cost effective for the Owner to have installed during the progress of the Work (i.e., before walls and ceilings are completed). The Owner and Contractor agree to cooperate in scheduling all entries and work by the Owner's separate contractors.~~

§ 6.1.1.1 The Owner reserves the right to access any part of the Project at any time to install material or services other than the Work, either with its own forces or with separate contractors hired by the Owner. Such access is in not to be construed as partial occupancy by the Owner. The Contractor shall permit the Owner to place, and install furniture, equipment and other materials during the progress of the Work, and agrees that the installation of such items shall not be construed as acceptance of the Work or any portion thereof.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any

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Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. Nothing in this § 6.1.3 shall be construed as authorizing a revision to the Contract Time.

~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12. [Not used]~~

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent-
reasonably discoverable.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.2.2 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect in such form that the Architect may require a written proposal for a Change in the Work. The proposal shall include the quantity and unit cost of each item of material, and the number of hours of work and the hourly rate for each class of labor, as well as the description and amounts of all other costs sought by the Contractor to perform the proposed change. The Contractor shall also furnish to the Architect bona fide proposals from Subcontractors and suppliers for all labor, materials and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the estimates. The proposal shall be furnished promptly so as not to delay the Work and shall include an estimate of any additional time required to complete the Work. Percentages for overhead and profit shall be accordance with paragraph 7.2.4.

§ 7.2.2.1 Change Order Proposals shall be complete and all inclusive. The amount of the adjustment in the Contract Sum and Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amount stated in the Change Order.

§ 7.2.2.2 Contractor's requests for changes or substitutes shall be subject to the same requirements as a change initiated by the Architect or Owner.

§ 7.2.3 The cost or credit to the Owner resulting from a Change in the Work, absent the applicability of a unit price for such item(s) set forth in the Contract shall be determined as follows:

§ 7.2.3.1 The cost of material and equipment incorporated into the Work.

§ 7.2.3.2 The cost of wages, including fringe benefits mandated by collective bargaining agreements.

§ 7.2.3.3 Cost of Workers' Compensation, employer Liability Insurance, Federal Social Security (FICA), Federal Unemployment Compensation (FUTA).

§ 7.2.3.4 Cost of Builder's Risk Insurance. To be adjusted at the end of the Project.

§ 7.2.3.5 Cost of Performance and Payment Bonds. To be adjusted at the end of the Project.

§ 7.2.3.6 Cost of rental of equipment whose purchase price is greater than two hundred fifty dollars (\$250.00). Cost of rental shall be substantiated by invoice for the actual rental cost; or in the case where the equipment is owned, the cost shall include the daily, weekly and monthly rates for such equipment. The applicable rate shall be as mutually agreed by the Contractor and Owner.

§ 7.2.3.6.1 Cost of fuel consumed by equipment used in the performance of the Work if not included in the publicized rate.

§ 7.2.3.7 Cost of pro rata share of debris removal and dumpster rental. This cost shall be allowed only when the debris removal is associated with Work such as demolition but shall not be allowed as part of general cleanup.

§ 7.2.3.8 Cost of a foreman. This cost shall be allowed if the crew size of a respective trade exceeds a combined total of six journeymen and apprentices. In such instances the total foremen hours may not exceed one sixth of the hours of the working crew.

§ 7.2.3.9 Cost of project management, site management field office personnel, superintendence, field coordination,

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superintendent's truck, foremen's truck, uniforms, mileage, mailings/copying, and as-built drawings shall be included in overhead and profit, and shall not be allowed as separate line items.

§ 7.2.3.10 Costs of small tools whose individual cost is less than two hundred fifty dollars (\$250.00) shall be included in overhead and profit, and shall not be allowed as separate line items.

§ 7.2.3.11 Cost of cleanup shall be included in overhead and profit, and shall not be allowed as a separate line item unless the Work is performed in a portion of the building or site that has been previously cleaned, inspected by the Architect, and is ready for occupancy by the Owner.

§ 7.2.3.12 Cost of revisions to shop drawings shall not be allowed as a separate line item unless the shop drawings have been previously submitted and approved by the Architect.

§ 7.2.3.13 All other costs which are not specifically enumerated in Article 7.2.3 shall be included in overhead and profit, and shall not be allowed as separate line items.

§ 7.2.4 The percentage for overhead and profit on allowable costs enumerated in Article 7.2.3 shall be determined as follows and shall be expressed as a percentage of costs:

§ 7.2.4.1 On the Work performed by the Contractor with its own forces, the Contractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.2 On the Work performed by a Subcontractor with its own forces, the Subcontractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.3 On the Work performed by a Sub-subcontractor with its own forces, the Sub-subcontractor shall be allowed ten percent (10%) for overhead and profit.

§ 7.2.4.4 On the Work performed by a Subcontractor, the Contractor shall be allowed five percent (5%) for overhead and profit.

§ 7.2.4.5 On the Work performed by a Sub-subcontractor, the Sub contractor shall be allowed five percent (5%) for overhead and profit.

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

§ 7.2.5 A Change Order constitutes a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments in the Contract Sum and Contract Time. In no event shall a Change Order include any other relief prohibited by the Contract Documents.

§ 7.3 Construction Change Directives

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

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

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

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- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .1.1 Such itemization shall include the quantity and unit cost of each item of material, and the number of hours worked and the hourly rate of each class of labor, as well as a description and amounts of all other costs sought by the Contractor to perform the proposed Change. The Contractor shall furnish to the Architect, bona fide proposals from Subcontractors and suppliers for all labor, materials, and equipment to be incorporated into such Work. The Contractor, when requested, shall furnish in a form satisfactory to the Owner, itemized statements of the cost of Work, including, but not limited to certified payrolls and copies of accounts, bills and vouchers to permit evaluation.
 - .1.2 Allowable costs shall be in accordance with Section 7.2.3.
 - .1.3 Allowance for overhead and profit shall be in accordance with Section 7.2.4.
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- ~~.1 — Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~
- ~~.2 — Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;~~
- ~~.3 — Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~
- ~~.4 — Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and~~
- ~~.5 — Costs of supervision and field office personnel directly attributable to the change.~~ allowable costs set forth in § 7.2.3.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for ~~Payment~~. ~~The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as~~

~~a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Payment without the Owner's express, written consent.~~

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

§ 7.4 Minor Changes in the Work

~~The Architect may order authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written authorization signed by the Architect and shall be binding on the Owner and Contractor.~~

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. ~~The Contractor and Subcontractors shall perform and coordinate all Work without delay. The Construction Schedule in the Invitation Bid serves as a guide of critical milestone dates for completion of certain work activities on the Project. Failure to meet the intermediate milestone dates will jeopardize the overall Project Schedule.~~ By executing the Agreement, the Contractor confirms that it has reviewed the Contract Documents and the Contract Time is a reasonable period for performing the Work.

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

§ 8.2.3 The Contractor shall proceed expeditiously in accordance with the construction schedule with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by § 8.3.1, the Contractor shall not make any claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the construction schedule. The burden of lost time and costs related to any Subcontractor's nonperformance shall not be charged to Owner unless such nonperformance is attributable to delay for which the Contractor is entitled to an extension of time by § 8.3.1.

§ 8.2.4 Unless specifically required by law, no payment under the Contract shall become due until the Construction Schedule as described in Section 3.10 herein has been approved.

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§ 8.2.5 If the Architect determines that there have been delays to critical paths and that in the Owner's sole discretion, there is reasonable concern that the Project will not be Substantially Completed by the date described in the Agreement, the Owner may, in addition to any other remedy it may have direct the Contractor to submit a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's sole discretion, the Owner may also in addition to any other remedy it may have direct the Contractor to take some or all of the following actions: (a) increase the number of workers in such quantities and trades as the Owner directs; (b) increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing; and/or (c) reschedule activities at the Owner's direction.

§ 8.2.6 Nothing contained herein shall limit the Owner's right to withhold or recover liquidated or other damages for delays caused by the Contractor or any other remedy in which the Owner is entitled pursuant to the Contract.

§ 8.2.7 Contractor shall cooperate with Owner and Architect and coordinate with all Subcontractors on the Project to make every reasonable effort to reduce the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) ~~an~~ the wrongful act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by unforeseeable labor disputes, fire, unusual-unavoidable delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized in writing by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as ~~the Architect may determine~~ may be required.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Contractor's sole remedy for delays excusable under § 8.3.1 is an extension of time as provided herein. The Contractor waives damages for delays incurred by it or anyone claiming through it.

§ 8.3.4 The Owner shall extend the Contract Time due to a delay until all contract float is identified and used.

§ 8.3.5 No extension of time, or increase in the Contract Sum shall be granted because of seasonal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor.

§ 8.4 The Contractor shall not be entitled to an adjustment of the Contract Time on account of delays: (i) that it could have avoided or mitigated using its best professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by, or could have been reasonably anticipated by, the Contractor or those for whom it is responsible; or (v) that could have been mitigated or avoided by the Contractor's timely notice to the Owner as required hereunder.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the No payment shall be made to the Contractor, unless the Schedule of Values has been approved by the Owner and Architect. The Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, and broken down by trade as required by the Architect or Owner. This schedule of values shall be subject to the Owner's

review and approval and shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized pencil copy of the Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, On the first day of the month, the Contractor shall submit its Payment Application, accounting for the Architect's changes and comments to the pencil copy. Such application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as including without limitation copies of requisitions, and releases and waivers of liens from Subcontractors and material suppliers, and shall reflect retainage if as provided for in the Contract Documents. The Architect shall then review the Contractor's formal notarized Application for Payment, supported by such data sustaining the Contractor's Application for Payment as the Owner or Architect may require, and verify in writing in accordance with Section 9.4 the total value of Work completed, including an allowance for the value of materials delivered and suitably stored at the site at the time of such Application.

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.1.3 Each Application for Payment shall include a statement identifying all authorized directives for extra work, including pending Change Orders, Construction Change Directives and authorized changes in the Work, and showing with respect to each: (a) the date of initiation; (b) the status; (c) the costs associated with its performance; and (d) a description of any work completed.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment that are finished, ready for shipment, and suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. When any Application for Payment includes materials stored off the Project Site or stored on the Project Site but not yet incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the Application for Payment. Suitable storage which is off the Project Site shall be a

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bonded warehouse or appropriate storage approved by Owner with the stored materials properly insured, tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole reasonable discretion.

§ 9.3.2.1 In no case will payment be made for materials or equipment stored outside the United States.

§ 9.3.3 The Contractor warrants that title to all Work (including stored materials and equipment) covered by an Application for Payment will pass to the Owner no later than the time of payment, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work not caused by Owner or Owner's separate contractors, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor's Applications for Payment shall be accompanied by:

- .1 A list of names and addresses of each person or entity that furnished labor, services, materials or equipment on behalf of the Contractor;
- .2 Partial releases and waivers, in a form approved by the Owner, from the Contractor, Subcontractors and Sub-subcontractors for all labor, services, materials and equipment furnished to the Project through the date covered by such Application, conditioned on performance of the Work and receipt of payment, and excluding any permitted retainage and unresolved Claims submitted in accordance with the Contract Documents;
- .3 Applications for Payment and invoices from all persons or entities whose work is included in the Contractor's Application for Payment;
- .4 A construction schedule update;
- .5 Written warranties from Subcontractors, manufacturers and installers covering portions of the Work that have reached Substantial Completion; and
- .6 Such other data, accounts and receipts substantiating costs included in the Application for Payment as reasonably requested by the Owner.

§ 9.3.5 The Contractor's Applications for Payment shall be signed and notarized, which signature shall constitute a representation and warranty that:

- .1 the amounts sought are due and earned in accordance with the Contract Documents;
- .2 all applicable taxes are included in such Application for Payment;
- .3 the Work is progressing in accordance with the schedule and the Substantial Completion date established herein;
- .4 they shall use the amounts requested to discharge their financial obligations on account of labor, services, materials or equipment furnished to the Project and included in the Application for Payment;
- .5 they have discharged their financial obligations on account of labor, services, materials or equipment furnished to the Project for which the Owner has made payment;
- .6 to the best of their knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services, labor, materials and/or equipment to the Project on their behalf; and
- .7 title to all Work covered by the application has passed to the Owner no later than the time of payment.

§ 9.4 Certificates for Payment

§ 9.4.1 The Subject to the Owner's approval, the Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment,

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and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Notwithstanding anything to the contrary in the Contract Documents, the Owner shall not be obligated to release payment to the Contractor until the Owner is satisfied that the Work has progressed to the point indicated in the Application for Payment, that the quality of the Work is in accordance with the Contract Documents and that withholding permitted under the Contract Documents is not required. Payment by the Owner of any Certificate for Payment shall not be deemed to waive any of the Owner's rights to later claim that the Work covered by a Certificate for Payment was not properly completed or not completed in accordance with the Contract Documents.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including without limitation loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 ~~failure of the Contractor to make payments properly to Subcontractors or suppliers for claims of nonpayment by Subcontractors of any tier for services, labor, materials or equipment;~~
- .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.~~ the Contract Documents
- .8 losses for which the Owner is entitled to indemnity from the Contractor under the Contract Documents;
- .9 failure to comply with mandatory requirements for maintaining record drawings per the Contract Specifications. The Contractor shall confirm in writing, with each monthly Application for Payment, that the Contractor has checked the record drawings and that they accurately describe the work in place;
or
- .10 costs incurred by the Owner as described under Section 10.2.5

§ 9.5.2 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner may apply any amounts withheld as the Owner may deem proper to satisfy or set off against Claims, secure its protection, complete the Work or compensate itself for losses suffered by reason of nonperformance or default and deduct such amounts from the Contract Sum by Change Order.~~

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or ~~supplier-material or equipment suppliers~~ to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably ~~delivered~~. delivered, and such payment shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor-Architect shall reflect such payment on its next Application for Payment, Certificate for Payment. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee unless expressly stated in a separate written agreement with such payee.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner provided it first approves the Certificate of Payment, shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall not be deemed in default by reason of withholding payment in accordance with the Contract Documents or while any default by Contractor or any Subcontractor remains uncured.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled; (ii) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; and (iii) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy for the Project

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final ~~payment~~, payment and which will not substantially hinder or interfere with the Owner's intended use of the Project. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.2.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not

be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner through the Architect evidence of compliance with all requirements of the Contract Documents including without limitation all notices, certificates, affidavits and other requirements to complete obligations under the Contract Documents including but not limited to: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,~~ and (6) if required by the Owner, delivery of keys to the Owner with keying schedule (master, sub-master and special keys), if required by the Contract Documents; (6) delivery to the Owner of all warranties, including without limitation, all manufacturers' warranties and certificates of inspections or specific Subcontractor warranties, (7) delivery to the Owner of written operating, servicing, maintenance and cleaning instructions for all Work, and attic stock, spare parts, parts lists and special tools for mechanical and electrical equipment, in approved form; (8) delivery to the Owner of specified Project record documents, including without limitation the documents described in § 3.11; (9) delivery to the Owner of all final certificates for use and occupancy of the completed Project; (10) completion of all touch-up painting, delayed final finishes and punch list items; (11) delivery to the Owner of all other submissions required by the Contract Documents including without limitation, final construction schedule; (12) final cleanup, including touch-up of marred surfaces; and other data establishing payment or satisfaction of obligations, such as ~~receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, receipts, final releases and waivers of claims, security interests or encumbrances arising out of the Contract from the Contractor and every Subcontractor and major material suppliers,~~ to the extent and in such form as may be designated by the Owner. ~~If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~

§ 9.10.2.1 As a precondition to receiving Final Payment, the Contractor shall deliver to the Owner a complete set of "as-built" Drawings, consisting of marked-up field plans showing final as-built field conditions, dimensions and conditions including, without limitation, those relating to the heating, air-conditioning and ventilation systems and the electrical, plumbing and life safety systems, recording the Work as actually performed to the extent that the information differs from or supplements original Contract Documents.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the

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Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall, to the exclusion of the Owner, exercise control over the Project site and shall be exclusively responsible for managing, superintending, directing and overseeing the conduct of persons and entities performing of the Work.

§ 10.1.1 The Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act, and all standard and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof, including without limitation providing and posting all required posters and notices, and shall otherwise be responsible for complying with applicable safety laws.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under

Sections 10.2.1.2 and ~~10.2.1.3~~. ~~The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is~~ 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. Where the damage or loss presents an immediate danger to the public, the Owner, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.2.8 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.9 The Contractor shall provide approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

§ 10.2.10 The Contractor shall take immediate action to correct any dangerous conditions that result from the reopening of any portion of the Work.

§ 10.2.11 No visitors shall be allowed on the work site without permission from the Owner .

§ 10.2.12 All employees at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work. The Contractor and all Subcontractors shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The Contractor shall indemnify and hold harmless the Owner from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Owner due to the Contractor's violation of such Acts, standards and/or regulations. Such indemnity shall not be construed to limit the indemnity required under Subparagraph 3.18.1.

§ 10.2.13 In the event the Owner determines that conditions present an immediate danger, the Owner shall have the right but not the obligation to suspend the Work in the unsafe area immediately upon its discovery. All costs of any nature (including without limitation, overtime pay, acceleration, liquidated damages or other costs arising out of delays) resulting from the suspension by whomever incurred, shall be paid by the Contractor.

§ 10.2.14 Injury or Damage to Person or Property

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that caused death, bodily injury or property damage, giving full details and statements of any witnesses. Such reports shall be made immediately by telephone or messenger to the Owner and Architect in the event of death, serious bodily injury or serious property damage.

§ 10.2.15 MOLD GROWTH

The Contractor shall establish and maintain a program and safeguards to prevent growth of mold.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily

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injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the ~~condition~~condition in writing. If the Contractor encounters on the site any material or substance which is considered to be a biological pollutant, or is classified as hazardous under any federal, state or local law or regulations, or any underground storage tank, the Contractor shall immediately stop work in the affected area and report the condition to the Owner and the Architect for appropriate action. The Contractor shall comply with all applicable federal, state, and local environmental laws regarding the use, handling, transportation and disposal of oil, hazardous waste or hazardous substances.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately ~~and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~

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

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall ~~reimburse-indemnify~~ the Contractor for all cost and expense thereby ~~incurred~~incurred unless the Contractor knew or had reason to know that its activities, even if directed by Owner, violated applicable law.

§ 10.3.7 Prior to introducing any hazardous materials to the Project Site, the Contractor shall provide a material safety data sheet (MSDS), information about precautionary measures necessary to protect persons or property and an indication of the type of labeling system in use.

§ 10.3.8 In the event that during the performance of the Work the activities of the Contractor or any Subcontractor, or any person or entity for which the Contractor is responsible, causes the incursion of mold at the Project site, the Contractor shall be responsible for and bear the entire cost of mitigation of any mold to the satisfaction of the Owner.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Such insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The Contractor shall ~~provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~ maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford, Board of Education, and their respective officers, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts and types as the Risk Management department of the City of Stamford shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford, the Board of Education, and their respective directors, officers, agents, and employees.

At a minimum, the Contractor shall maintain the following insurance coverages:

1. Commercial general liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, X, C, U coverage, if applicable, broad form property damage coverage, and operations liability.
2. Commercial automobile liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.

3. Excess (umbrella) liability insurance in a minimum amount of \$5,000,000 per occurrence and in the aggregate. This insurance shall provide additional limits of liability for the commercial general liability, commercial automobile liability, and employer's liability coverage.
4. Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut
5. Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
6. Asbestos liability insurance (if applicable), which contains a minimum limit of liability of \$2,000,000 per claim and in the aggregate, and insures the abatement (removal) of asbestos and its disposal. This insurance shall contain the following:
7. If the insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date if the Agreement between the successful bidder and the City of Stamford or the date the successful Contractor begins its services for the City of Stamford. The policy shall also contain an extended reporting date of not less than three years following termination of the agreement between the Contractor and the City of Stamford or conclusion of the services rendered by the successful contractor, whichever date is later.
8. Contractors Pollution Legal Liability/Errors and Omissions insurance, with a minimum limit of liability of 2,000,000 which will protect the contractor, the City, and the Board of Education from claims arising from pollution releases caused by working on this project.
9. Builder's Risk Property Coverage – Builder's Risk – Special all-risk form including soft costs, delay in construction, coverage for new construction. Completed value, open perils including but not limited to perils of fire and extended coverage; vandalism and malicious mischief. City of Stamford cannot accept "reporting form" coverage. Limit of insurance must be equal to full value of the completed project. General Contractor will indemnify and hold the City of Stamford, Board of Education, and their employees, agents and officers harmless for any claims or losses they might otherwise incur as a result of damage during this construction project

The commercial general liability and automobile liability insurance policies required hereunder shall designate the City of Stamford, Board of Education, and their employees, agents and officers as additional insureds.

Any insurance required hereunder, which is underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date of the date the contract is executed or the date the Contractor commences services or work, whichever is earlier, and an extended reporting date the later of the date the work or services required hereunder are completed or the termination date of the Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and its employees, agents and officers for any work or services to be provided by the Contractor hereunder. All insurance required hereunder shall be endorsed to contain waivers of subrogation against the City of Stamford, Board of Education, and their employees, agents and officers.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

The Contractor agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

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All insurance coverages must be with insurance companies licensed to do business in the State of Connecticut and approved by the City of Stamford. The insurance companies must have at least an A rating by A.M. Best Company.

The Contractor shall require its contractors/subcontractors to maintain insurance coverage, which is commensurate with their type and amount of work and or services being provided. Failure to require its contractors to maintain such insurance could result in termination of this Agreement.

The insurance required hereunder shall not serve to limit the liability of the Contractor with respect to any obligations or liabilities it assumes under the Contract.

The policy in the minimum amount of Five Million Dollars (\$5,000,000) shall be written as excess following the terms and conditions of the employer's liability, commercial general liability and business automobile liability coverages described herein and also shall be written to drop down and provide primary insurance including coverage for defense for the Contractor in the event that an aggregate limit has been exhausted. The policy shall include the Owner, the Contractor, and the Architect and their respective officers, directors, agents and employees as additional insureds in the same manner as the underlying policies. Coverage provided to said indemnified parties shall be primary to and not seek contribution from any other insurance available to the indemnified parties where they are a named insured.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days of the Notice of Award and thereafter upon renewal or replacement of each required policy of insurance at least fifteen (15) days prior to expiration. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Certificates of insurance must state whether coverages are written on an occurrence or claims-made basis. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Failure of the Contractor to keep the Contractor's required insurance policies in force during the Work covered by this Contract or any extensions thereof or extra or additional Work agreed to by the Contractor, shall constitute a breach of this Contract, entitling Owner, notwithstanding anything to the contrary contained herein, to immediately cancel and terminate this Contract for cause.

§ 11.1.4 Certificates of insurance acceptable to the Owner confirming the insurance coverage required by Section 11.1 shall be filed with the Owner prior to the execution of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. The Owner shall have no obligation to execute the Contract, and may award the Contract to the next lowest responsible and eligible bidder, if such insurance certificates have not been provided to the Owner within five (5) business days after presentation of the Contract to Contractor for execution. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The form of certificate shall be the ACORD form, supplemented as necessary by AIA Documents G715. The Contractor shall furnish to the Owner copies of any endorsement that are subsequently issued amending limits of coverage. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with

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the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds during Contractor's operations; and (2) the Owner as an additional insured during Contractor's completed operations.

§ 11.1.6 Neither the Owner's authority to review certificate and policies of insurance, nor their decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor or supplier, or any other party.

§ 11.1.7 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in Article 12 and in the Contract Specifications, and at all times that when the Contractor may be correcting, removing or replacing defective Work.

§ 11.1.8 If the Contractor or any Subcontractor provides any professional design services that constitute the practice of architecture or engineering, the Contractor shall procure and maintain errors and omissions insurance for such professional services in an amount required by the Contract Documents on a claims made basis, and shall maintain such insurance for a period of seven (7) years following the date of Substantial Completion.

§ 11.1.9 The Contractor shall cause all Subcontractors to provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner's acceptance. The Contractor shall ensure that Subcontractors and those for whom they are responsible have provided certificates of insurance in compliance with the Contract Documents prior to commencing activities on the Project site.

§ 11.1.10 The Owner shall not be responsible for any amounts paid by the Contractor or those for whom it is responsible on account of deductibles on their policies of insurance.

§ 11.1.11 Insurance coverages provided by the Contractor and those for whom it is responsible shall be primary, and any insurance carried by the Owner will be considered excess or contingent.

§ 11.1.12 The Contractor shall file two certified copies of all policies and Certificates of Insurance with the Owner prior to execution of the Contract.

§ 11.1.13 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice in writing to the Owner and Architect of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

~~§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. [not used]~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to~~

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~~provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~**Property Insurance.**

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

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

§ 11.2.6 BOILER AND MACHINERY INSURANCE

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

§ 11.2.7 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards.

§ 11.3 Waivers of Subrogation

~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors;~~

The Contractor waives all rights against (1) the Owner and its agents and employees and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, agents and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This fire or other causes of loss to the extent covered by insurance applicable to the Work, except such rights as the Contractor has to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) and whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the Contractor's property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.5.2 The Owner shall have power to adjust and settle any loss with insurers for which the Contractor has obtained insurance.

§ 11.5.3 Upon the occurrence of an insured loss, the Owner and Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If, after such a loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Change Order.

§ 11.5.4 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Performance and Payment Bond

§ 11.6.1 If Performance, payment or maintenance bonds are required for this bid as specified on the bid's Cover Sheet, Contractor shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to Owner. The surety bonds shall be in the form of traditional bonds or in the form an irrevocable letter of credit drawn on a financial institution acceptable to Owner in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of the Contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty four (24) months following completion and acceptance of the work by Owner. Such maintenance bonds shall be provided by Contractor to Owner upon completion and acceptance of the work by Owner. The cost of all such required surety bonds shall be borne entirely by Contractor. Said surety bonds shall be provided no later than fifteen (15) calendar days from the date of award of this bid. The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Listing of Approved Sureties (Most Recent Circular) and rated B+ or better by A. M. Best in the full stipulated amount of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated,

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installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damages to the Owner resulting from such non-conformance shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.1.1 If the correction or repair of this Work is required to avoid impacts to the maintenance, operation or safety of the facilities, the Owner reserves the right to undertake the repairs, prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's right under the warranties and Owner's right to correct Work under Section 2.4. The Contractor shall notify the Owner and Architect in writing sixty (60) days prior to the end of the eighteen (18) months period for correction of work that sixty (60) days remain in the applicable warranty period.

§ 12.2.2.2 ~~The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~ Upon completion of any Work under or pursuant to § 12.2, the eighteen (18) months correction period in connection with the Work requiring correction shall be renewed and recommence.

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

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

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

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

§ 12.2.6 Upon request of the Owner or the Architect, the Contractor will cooperate, and secure the cooperation of all Subcontractors and sub-subcontractors, and assist the Owner, Architect, the Connecticut Department Of Education, the Connecticut Department of Construction Services, or any other government/utility/financial department or agency during any audit of the Project at any time after Substantial Completion.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. The Owner's acceptance of Work under this provision must be in writing, signed by the Owner's authorized representative identified in Article 7 of the parties' AIA A101 Form of Agreement as amended.

No acceptance by any other person or entity is authorized. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ State of Connecticut, and the parties hereto hereby waive any choice of law provisions contained therein. .

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. ~~Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.~~

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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The Contractor shall obtain and deliver promptly to the Architect any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permit or certificates by the Architect shall be a condition precedent to determining that the Work is Substantially Complete.

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear ~~interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ no interest.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 ~~Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. Documents.~~

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~ [not used].

§ 14.1.3 ~~If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination, completed Work only, said costs being the limit of the Owner's liability.~~

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~ [not used]

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- .6 is declared bankrupt, has a petition in bankruptcy filed against it, or if the Contractor files for bankruptcy protection; or
- .7 causes or threatens to cause or create labor unrest, dispute, picketing, slowdowns, work stoppage, strike or disharmony.

§ 14.2.2 When any of the ~~reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, above reasons exist,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, may:

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

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

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

§ 14.2.5 In the event that it shall be determined by an arbitration panel or court of competent jurisdiction that a termination under this Paragraph 14.2 was wrongful or not justified, such termination shall be conclusively deemed to be a termination for convenience by Owner under Paragraph 14.4 hereof and the sole right, remedy and recourse of the Contractor against the Owner shall be governed and determined by Paragraph 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of~~

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~~Subcontracts; and the termination fee, if any, set forth in the Agreement.~~

~~Contractor shall be entitled to receive payment in the manner and within the time provided in Article 9 of the Contract for Work executed in accordance with the Contract Documents, and costs incurred by reason of such termination, in no event shall such costs being the Contractor's sole remedy. In no event shall Contractor be entitled to lost anticipated profit on work not completed or performed.~~

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

~~The Owner and Contractor shall commence all Claims and causes of action against the other and claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in Contract in accordance with the requirements of the binding final dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. within the time period specified by applicable law.~~

§ 15.1.3 Notice of Claims

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure by the Contractor to give such notice within the time specified shall greatly prejudice the Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of such Claim.~~

~~§ 15.1.3.1.1 The Contractor or Owner shall furnish the Initial Decision Maker and other party with such additional documentation as the Initial Decision Maker may request to evaluate the Claim.~~

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

~~§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~

~~§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

~~§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. In the case of a~~

continuing delay, the Contractor shall file with the Owner written reports on the delay identifying the continuing cause of the delay no less than once a week during the duration of the delay.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Any change request seeking an extension of the Contract Time shall contain:

- .1 a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the construction schedule;
- .2 the construction schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;
- .3 a schedule analysis of the impact of the delay on the critical path in the construction schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
- .4 such other supporting data that the Owner may reasonably request.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and [not used]
- .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~~ the Contractor's termination in accordance with Article 14. ~~Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2 Initial Decision

§ 15.2.1 Claims, ~~excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5,~~ shall be referred to the Initial Decision Maker for initial decision. ~~The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement.~~ Except for those Claims excluded by this ~~Section 15.2.1, Section 15.2.1,~~ an initial decision shall be required as a condition precedent to ~~mediation of any Claim. If an initial decision has not been rendered within 30 days~~ mediation, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. ~~Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~ Maker with no decision having been rendered.

§ 15.2.2 The Initial Decision Maker will review Claims and within ~~ten~~ twenty-one (21) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. ~~or (2) recommend a resolution of the claim in whole or in part.~~

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. ~~The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

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§ 15.2.[not used]

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall ~~respond, respond~~ (except as otherwise expressly agreed by the parties), within ten days after receipt of ~~the such~~ request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be ~~furnished, furnished~~ or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will ~~either reject or approve~~ recommend a resolution of the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will ~~render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any~~ recommend a resolution of the Claim (1) in writing; (2) stating the reasons therefor; (3) notifying the parties of any recommended change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but both; and (4) stating a time frame for the parties to respond in writing with their intent to either accept the Initial Decision Maker's recommendation and document the resolution or reject the recommendation and commence mediation. Except as otherwise expressly agreed by the parties, the Initial Decision Maker's recommendation shall be~~ subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. ~~[not used]~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. [not used]~~

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation with those parties who the Owner believes are necessary for resolving any of the Claims which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

~~§ 15.4.1 If the parties have selected~~ The Owner may, at its sole option, elect arbitration as the method for binding dispute resolution in the Agreement, for any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless mediation. Unless the parties mutually agree otherwise, any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

venue for any such arbitration shall be Stamford, Connecticut.

§ 15.4.1.1 ~~A~~ If the Owner consents to arbitration, a demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party~~ The Owner, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.4.2. The Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.5 LITIGATION

§ 15.5.1 All Claims, disputes and other matters in controversy between the parties that the Owner does not consent to arbitrate shall be resolved by litigation. The venue for such litigation shall be the Connecticut Superior Court in the City of Stamford, Judicial District of Stamford/Norwalk.

§ 15.5.2 The Owner and Contractor both waive their rights to a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with the Contract Documents, or any of their provisions. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING, HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY THEIR LEGAL COUNSEL, AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.



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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 this certification at 14:31:41 ET on 09/22/2023 under Order No. 3104239272 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Sec. 3-21. - City of Stamford Sustainable Development Design Standards.

- A. The city hereby adopts the "City of Stamford Sustainable Development Design Standards," to encourage environmentally sensitive construction practices based on the Leadership in Energy and Environmental Design (LEED™) certification process.
- B. All new city buildings over five thousand (5,000) square feet in size shall be designed, contracted and built to achieve, at a minimum, the LEED™ Silver certification level. A building shall be deemed to be covered by this section if it is owned by the city or, if owned by another entity, at least fifty (50) percent of the capital dollars in connection with the building project have been provided by the city.
- C. The Mayor may grant exemptions from the requirements of this section, provided that no such exemption shall be effective unless and until the Mayor submits to the Board of Representatives a written finding that such exemption is in the public interest and the reasons therefor.
- D. No building permit for any building covered by this section shall be issued until an architect or designer has certified that the LEED™ standards are being addressed in the plans or specifications. The certification shall be submitted to the Building Department and Land Use Bureau for verification.
- E. This section shall not apply to capital projects that have received city capital dollars before July 1, 2007.

Footnotes:

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Adopted 6-4-2007 by Ord. No. 1071.



Hygenix, Inc.

Environmental Consultants and Laboratory Services

ASBESTOS INSPECTION REPORTS AND AHERA MANAGEMENT PLAN

Westhill High School
125 Roxbury Road
Stamford, CT 06902

May 2020

CLIENT: Stamford Public Schools
Attn: Kevin McCarthy
Facilities Manager
888 Washington Blvd, 3rd Floor
Stamford, CT 06901

CONSULTANT: Hygenix, Inc.
Attn: Robert Brown
Asbestos Inspector/Mgt Planner #000192
49 Woodside Street
Stamford, CT 06902



ASBESTOS INSPECTION REPORTS AND AHERA MANAGEMENT PLAN

**Westhill High School
125 Roxbury Road
Stamford, CT 06902**

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INTRODUCTION

Summary of AHERA Regulation
Signature Page: Local Education Agency (LEA)
Signature Page: Asbestos Inspector/Management Planner
Licenses: Asbestos Inspector/Management Planner

Summary of AHERA Regulation

This Asbestos Management Plan was developed in response to the requirements of the EPA Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763.

Part of the Toxic Substance Control ACT (TSCA)
Effective Date: October 17, 1987

AHERA applies:

- To all public and private schools, K-12
- To all buildings used by school personnel (see definition of *school building*)
- To ACBM's found in or on interior structural members or other parts of a school building

763.84 General LEA Responsibilities:

Staff Training
Parent and Staff Notification
Outside Contractor Notification
Warning Labels
Assigned Designated Person

763.85 Inspection and Re-Inspections

763.87 Analysis

763.88 Assessment

763.90 Response Actions

763.91 Operations and Maintenance

763.92 Training and Periodic Surveillance

763.93 Management Plans

763.94 Record Keeping

763.95 Warning Labels

Note: The AHERA Regulations were preceded in Connecticut by Public Act 85-541 and supplemented by the CT Department of Public Health Regulation, "Asbestos-Containing Materials in Schools", Sections 19a-333-1 through 19a-333-13 (a complete copy of this regulation is provided in Appendix 1).

Signature Page: Designated Person, Local Education Agency (LEA)

Designated Person's signed statement of assurance:

I, Kevin McCarthy, am the person designated by
(typed or printed name)

Stamford Public Schools to certify that the general responsibility of this local administration (LEA) under §763.84, §19a-333-2 have been or will be met.



5/18/2020

(signature of designated person)

(date signed)

My training as designated person included, but is not limited to:

8 hours of Asbestos Inspector & Management Planner Refresher

from Mystic Air Quality, from November 18, 2019.
(dates of study).

(Note: You may also attach certificates and other documentation for any other asbestos courses you have taken including 2-hour asbestos awareness classes and on-the-job training.)

Designated Person's contact information:

Name and Title	Kevin McCarthy
Address	Stamford Public Schools
	Stamford Government Center
	3rd Floor North
	888 Washington Boulevard Stamford, CT 06901
Telephone Number	475-333-1031
Email Address	kmccarthy@stamfordct.gov

Certificate of Training

Awarded to

KEVIN MCCARTHY

*For successful completion of an 8 Hour, 1 Day
Asbestos Inspector & Management Planner
Annual Refresher Training
NOVEMBER 18, 2019*

This training was approved and given in accordance with
Regulations for Connecticut State Agencies
RCSA 20-440 - 1-9 and RCSA 20-441 and meets the
requirements of the EPA Revised MAP under TSCA Title II of 4/4/94

Presented by

**Mystic Air Quality Consultants, Inc.
1204 North Road, Groton, CT 06340 (800) 247-7746**

Certificate Number: IMPR27874

Exam Grade: 100

Exam Date: 11/18/2019

Expiration Date: 11/18/2020



Christopher J. Eident, CIH, CSP, RS

George Williamson, Training Director

Richard Haffey, Training Director

Signature Page: Asbestos Inspector / Management Planner

School Building: Westhill High School

3-Year Reinspection Conducted: April 14, 2020

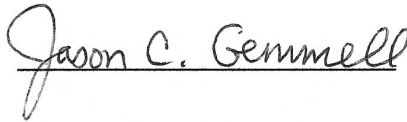
Asbestos Consultant: Hygenix, Inc.
49 Woodside Street
Stamford, CT 06902
rbrown@hygenix.com
203-324-2222

Personnel: Asbestos Management Planner:



Robert Brown, CT License # 000192

Asbestos Inspector:



Jason Gemmell, CT License # 000422

Consultant's Disclaimer:

Hygenix Inc. has performed its services within the limits prescribed by our clients, with the usual thoroughness and competence of the industrial hygiene profession.

The findings in this document are based upon observations and information available to the consultant during the time of the rendering of the services and are based on procedures currently required by applicable laws, regulations and ordinances. Past reports from other consultants retained by the client were employed in the production of this document. Hygenix Inc. cannot be responsible information provided by others, or for conditions or materials the inspector did not observe due to lack of access or not otherwise reasonably observable. The conclusions in this report are professional opinions based solely on these findings. The findings and conclusions are intended exclusively for the purpose indicated.

This report is for the sole use of the client. The scope of work performed in execution of this inspection may not be appropriate to satisfy the needs of other users and any reuse of this document of the findings, conclusions, or recommendations presented herein at the sole risk of said user.

Licenses of Asbestos Inspector / Management Planner

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-INSP/MGMT PLANNER


ROBERT C BROWN

CERTIFICATE NO.
000192

CURRENT THROUGH
06/30/20

VALIDATION NO.
03-760620


SIGNATURE


COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-PROJECT MONITOR


ROBERT C BROWN

CERTIFICATE NO.
000096

CURRENT THROUGH
06/30/20

VALIDATION NO.
03-760621


SIGNATURE


COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-PROJECT DESIGNER


ROBERT C BROWN

CERTIFICATE NO.
000048

CURRENT THROUGH
06/30/20

VALIDATION NO.
03-768007


SIGNATURE


COMMISSIONER

Licenses of Asbestos Inspector

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-INSPECTOR

JASON C. GEMMELL

CERTIFICATE NO.
000422

CURRENT THROUGH
05/31/20

VALIDATION NO.
03-767910

Jason C. Gemmell
SIGNATURE

Joseph A. Paolillo
COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-PROJECT MONITOR

JASON C. GEMMELL

CERTIFICATE NO.
000394

CURRENT THROUGH
05/31/20

VALIDATION NO.
03-768009

Jason C. Gemmell
SIGNATURE

Joseph A. Paolillo
COMMISSIONER

SECTION 1

GENERAL INVENTORY OF ASBESTOS CONTAINING MATERIALS

**Table 1—Damaged Asbestos Containing Building Material (ACBM)
and Presumed Asbestos Containing Building Material (PACBM)**

MATERIAL	LOCATION	CONDITION
12"x12" Vinyl Floor Tile and Mastic	Cafeteria – Raynor	4" divot (2); 2" divot (2)
	Cafeteria - Finch	2" divot (4); 1" divot (2)
	Hallway – 100 wing	Crack – 16 in ft; [no skid tiles at ramp]; 3 replaced tiles;
	Room 104	2" divot (1); 5 replaced tiles
	Room 105	8" divot (10)
	Room 112	4" divot (1)
	Room 224	1" divot (1)
	Room 200	2" divot (2)
	Room 201	5' missing
	Room 202B (yrbk)	2" divot (1); 5 missing
	ELL	2" missing
	Room 203	1" divot (3)
	Room 204	3" divot (1); 1" divot (1)
	Room 205	1" divot (2)
	Room 206	2" divot (1)
	Room 208	2" divot (1)
	Room 209	4" Cracked tile; 2" hole
	Room 210	1" divot (1)
	Room 214	1" divot (6)
	Room 215	4 sq in missing
	Room 216	2" divot (1)
	Room 221	14 missing tiles
	W. 2 nd Floor Janitors Closet	2 lin ft missing
	Room 400	3" divot (1)
	Room 405	Crack and spidered – 8 lin ft
	Room 413	2" divot (5)
	Room 414	10% replaced
	Room 419	4" divot (1); 2" divot (1)
	Room 422	Damaged tile; 2 nail pops
	Room 423	1" divot (1); 15 nail pops
	Room 425	2" divot (1)
	Room 426	8" divots (6)
	Room 427	1" divot (2)
	Room 428	2" divot (2)
	Room 430	2" divot (1); 1" divot (3)
	Social Studies Dept	4" divot (1)
	Hallway – Freshman wing	1" divot (1)
	Hallway – 300 wing by staff toilet	Crack – 3 lin ft
	Entry Vestibule – 300s	Crack – 2 lin ft
	Hallway – 300 wing	3" divot at rm 301; replaced tiles at bathroom; ¼ tile missing at stair
	Room 302	1" divot (1)
Room 304	Crack – 11 lin ft	
Room 305	20% replaced tiles	

**Table 1 (continued) - Damaged Asbestos Containing Building Material (ACBM)
and Presumed Asbestos Containing Building Material (PACBM)**

MATERIAL	LOCATION	CONDITION	
12"x12" Vinyl Floor Tile and Mastic (continued)	Room 308	3" divot (1)	
	Room 309	2" divot (1)	
	Room 310	2 replaced tiles	
	Math Dept office	4'x2" tiles removed; replacement tiles	
	Science Dept office	Replaced tiles	
	Room 318	1 tile replaced	
	Room 320	Spider crack – 5 lin ft	
	Room 323	3 damaged tiles	
	Room 325	3" divot (1)	
	Room 510	1" divot (1)	
	Guidance Suite – Finch	1" divot (2)	
	Business Arts	5" divot in closet; 2"x4' area removed	
	Lead Security office	1" divot (1)	
	Hallway - Boiler room	8 sq in chips in tiles; 12 replaced tiles	
	Boiler room vestibule	30% damaged	
	Dark room	Corner cracks	
	Room 7	8 sq in chip at door to rm 6	
	Room 11	8 sq ft piece removed; 1: divot (4); 1 sq ft damaged; replaced tiles	
	Custodian break room	4" divot (6)	
	Marching Band office	Cracked tiles in vestibule	
	Girls Aux gym	6' missing at door	
	Hallway outside Girls Aux gym	Cracked at edges along wall	
	Hallway by Boys Locker room	Spider crack – 4 lin ft; 4" divot at door	
	Room by stage exit	Cracked	
	Dance Studio	6 replaced tiles	
	Sheet Vinyl Flooring	Girls locker room toilet	10' crack
		Boys locker room	Multiple 20' cracks
Cove Base Mastic	Cafeteria – Raynor	4' missing	
	Hallway – 100 wing	6' missing	
	Room 117	2' missing	
	English Dept Office	4' missing	
	Room 200	4 ½' missing	
	Room 204	Peeling	
	World Lang office	Peeling in storage rm	
	Room 207	12' missing	
	Room 208	4' missing	
	Room 209	4' missing	
	Room 210	Peeling	
	Room 211	12' missing	
	Room 213	7' missing	
	Room 215	3' missing	
	Room 216	24' missing	
	Room 217	2' missing	
	Room 218	8' missing	
	Room 219	16' missing; peeling	
	Room 220	5' missing; peeling	
	Room 221	41' missing	
	Room 222	Peeling	
	Hallway – 200 wing	2' missing by rm 207	

**Table 1 (continued) - Damaged Asbestos Containing Building Material (ACBM)
and Presumed Asbestos Containing Building Material (PACBM)**

MATERIAL	LOCATION	CONDITION
Cove Base Mastic (continued)	Room 400	9' missing; peeling
	Room 405	4' missing in closet; peeling
	Room 406	25' missing
	Room 411	15' missing
	Room 412	10" missing
	Room 413	4' missing
	Room 415	4' missing
	Room 416	15' missing
	Room 419	2' missing
	Room 426	4' missing
	Hallway – 400 wing	<10' missing across various areas
	Room 300	5' missing
	Room 302	6' missing by toilet; peeling
	Room 303	8' missing
	Room 308	6' missing
	Room 311 SPED entry	1' missing near door
	Room 318	3' missing; add'l damaged
	Guidance Suite – Finch	3' missing
	Business Arts	Peeling
	Room 107	3' missing
	Art Lounge	All cove base missing
	Room 3	2' missing under sink
	Room 11	Peeling
	Room 15	4' missing; peeling
	Girls Varsity Locker room	1' missing
	Girls Varsity showers & toilet	2' missing
	Boys Coach office toilet	All cove base missing
	Auditorium balcony	Missing along stairs to seats

Table 2—Undamaged Asbestos Containing Building Material (ACBM)/Presumed Asbestos Containing Building Material (PACBM)

MATERIAL	LOCATION
Pipe and Pipe Fitting Insulation	Room 3-4 shop, Theater mechanical room, Electrical room by theater, Pump room, Loft AC 7&9
Duct Insulation	Vertical duct at back of Theater stage, HVAC rooms (Non-friable, rubbery asbestos coating found on outer surface of ducts with fiberglass insulation during past surveys)
Muffler Insulation	Emergency generator room
12"x12" Vinyl Floor Tile and Mastic	Observed in all areas of school except media center, Room 234, rear area of computer lab (carpet) and bathrooms (ceramic tiles)
1'x1' Ceiling Tile	Indoor swimming pool area
Stainless Steel Sink Undercoat	VoAg: 5, 8 Main Buildings: 10 (Art-dbl sinks), 12, 103, 110, 117, 200, 205, 209, 213, 220, 300, 303, 312, 314-15 incl resource lab, Resource lab betw 613-614, 612, 615, 616, Resource lab betw 615-616; English Dept, World Language, Math Dept, Science Dept, Guidance Suite, Clinic School, Darkroom, Nurses Suite, Art Office, Custodian break room
Black Lab Counter	Vo-Ag: 6-7x Main Buildings: 11, 107, 109, Resource lab betw 107-109, 112x, 113x, 114, 115, 304-307x, 308-310, 312, 313, 315x, Resource lab by 314, 612 – 616 incl resource labs
Cove base mastic	Classrooms, hallways and offices
Sheetrock/Joint Compound (*see Note 1)	Soffits and over windows in 400-wing classrooms, Freshman office suite, 100-wing hallway, custodian break room, Room 317, Front office suite, Clinic, Darkroom and Dance studio
Adhesives behind mirrors, bulletin boards, etc.	Room 209 - Behind removed blackboard, Room 413 on wall, and other scattered locations throughout school
Electrical Insulation	Auditorium stage
Ceramic Tile Mortar/Adhesive (*see Note 2)	Bathrooms
Moisture Barrier	Under concrete floor slabs and gym floor

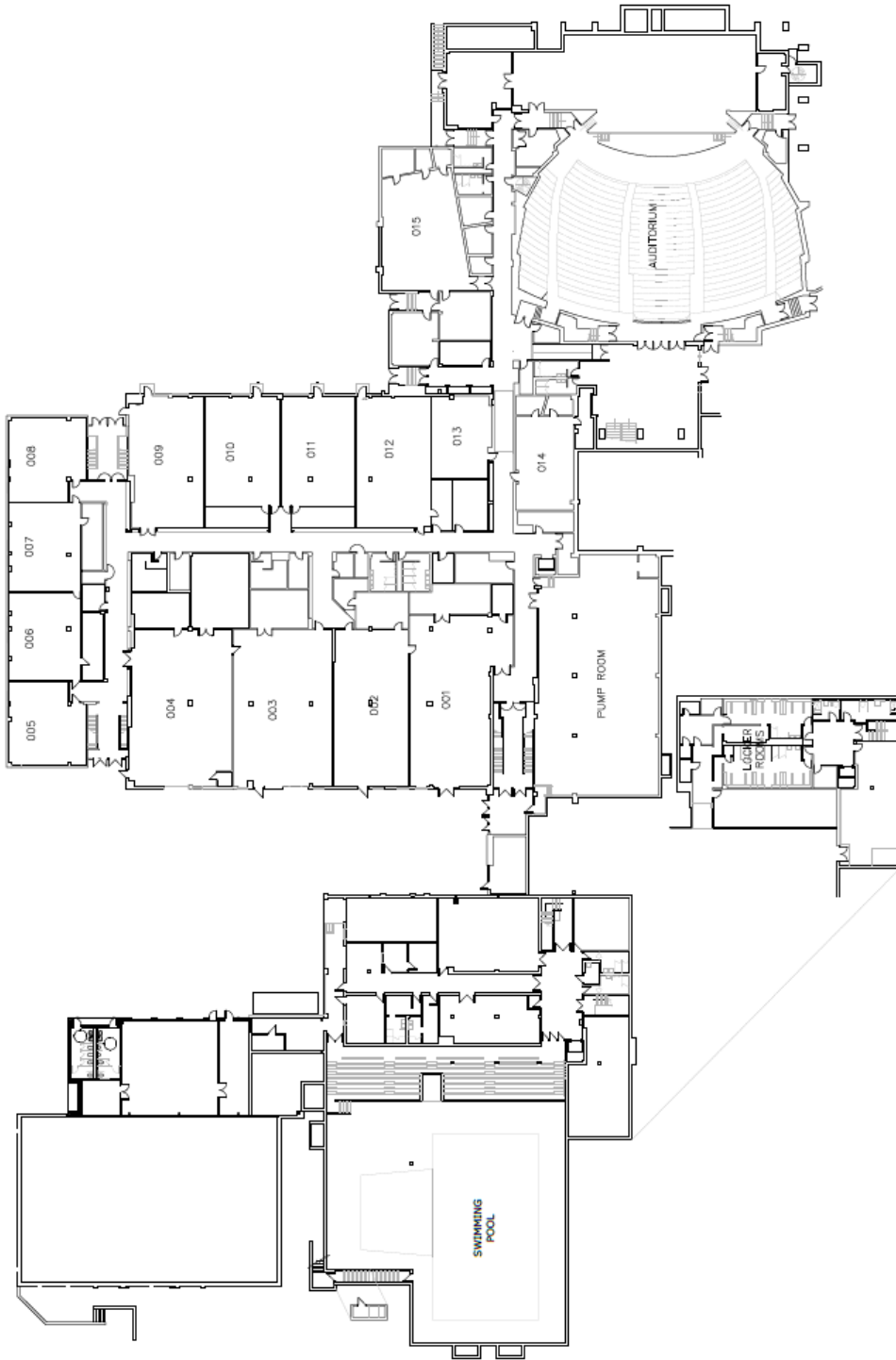
**Note 1: While some PLM tests recorded no asbestos present, joint compound is presumed to be asbestos containing materials due to variability in test results. Before any drywall is cut or disturbed, we recommend that the asbestos content of the sheetrock and joint compound be tested at that location.*

**Note 2: The condition of ceramic tile is not recorded in Table 1. Before any ceramic tile is removed or disturbed, we recommend that the asbestos content of the grout, adhesive, and mortar bed be tested at that location.*

SECTION 2

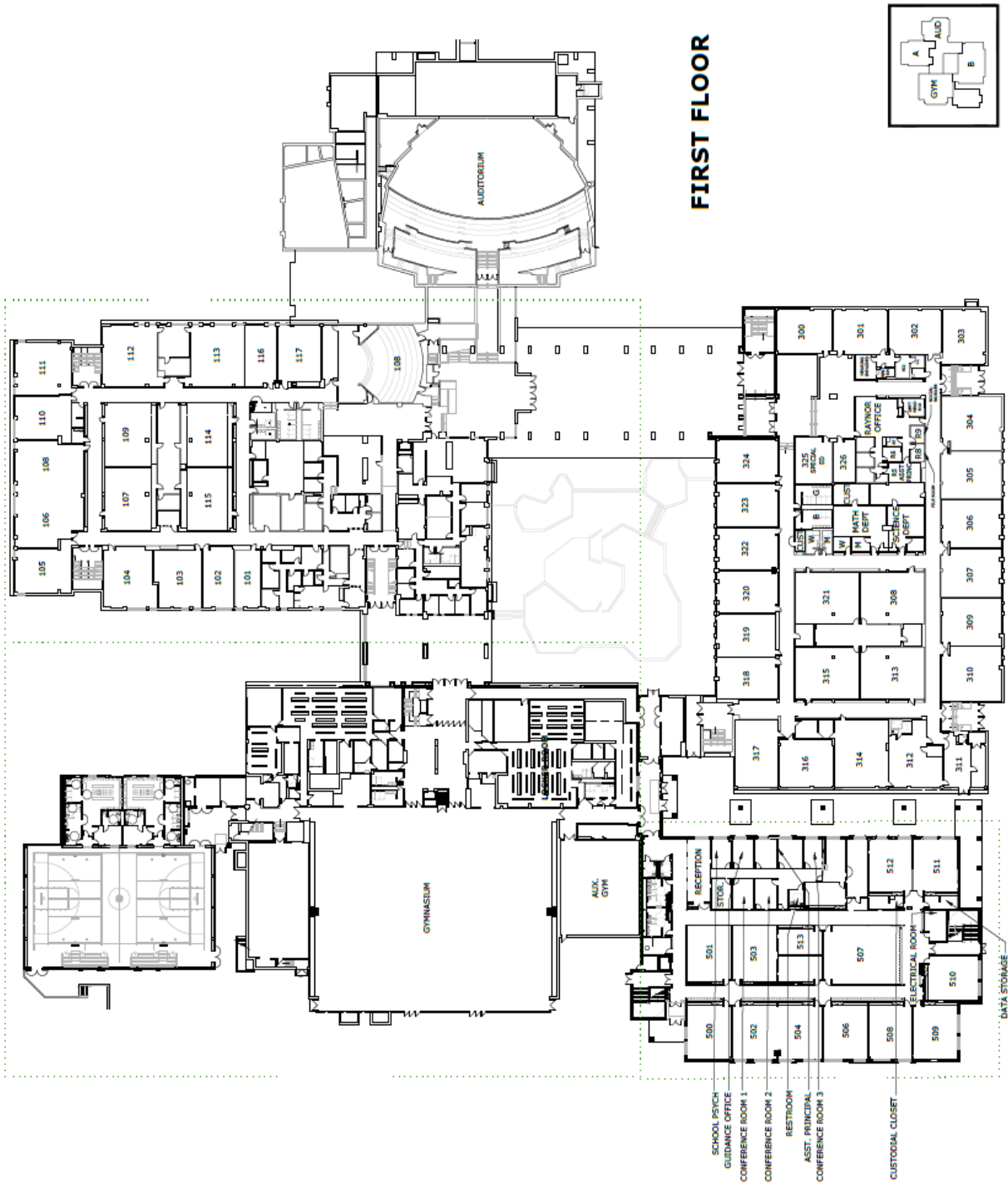
SCHOOL BUILDING FLOOR PLAN

Westhill High School

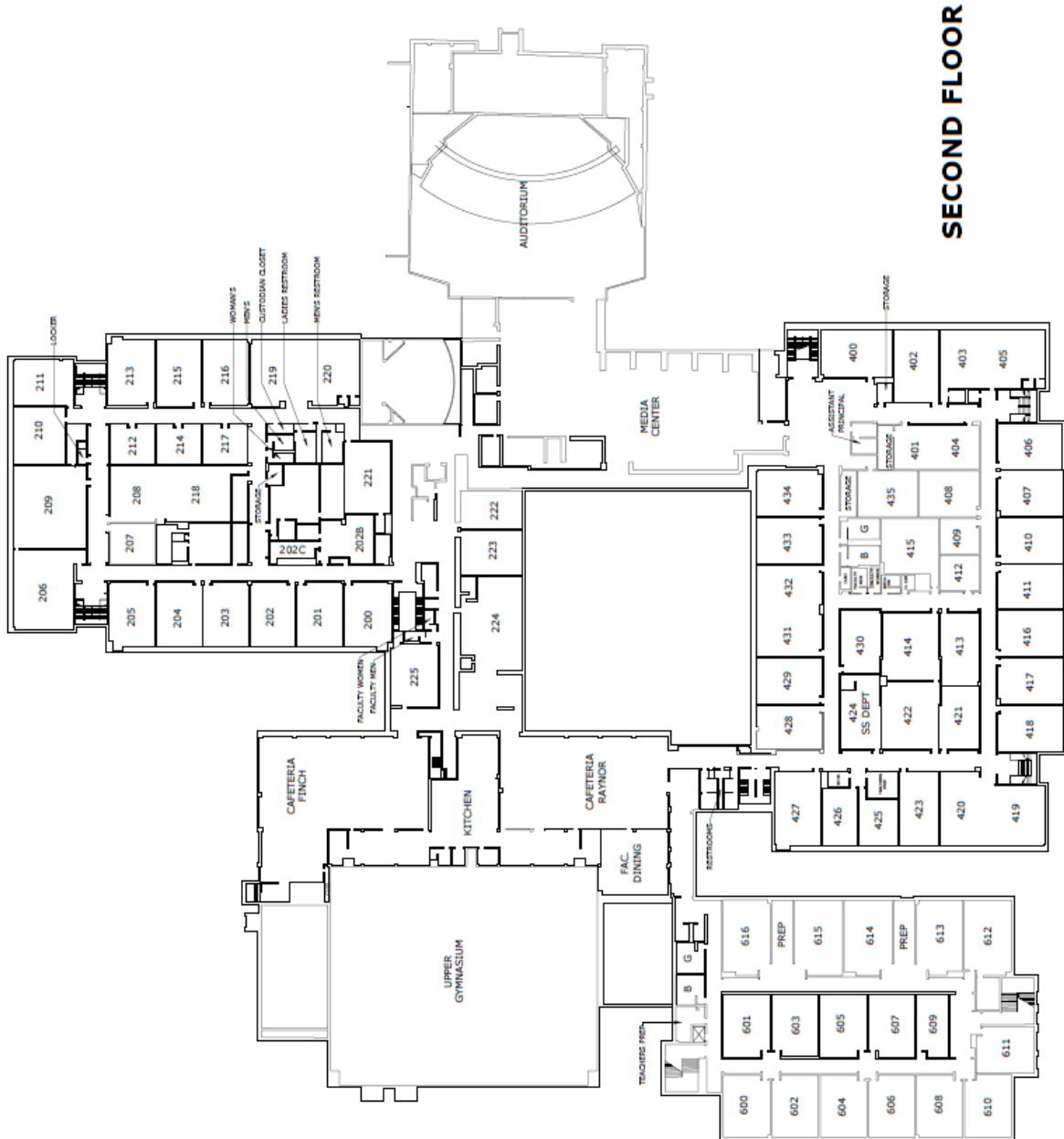


LOWER LEVEL

Westhill High School



Westhill High School



SECOND FLOOR

SECTION 3

PROCEDURE FOR ASBESTOS SURVEYS AND BULK SAMPLING

Procedure for Asbestos Survey and Bulk Sampling

Inspection Protocol

Asbestos surveys are conducted for the following two general purposes:

1. To identify and manage potential asbestos exposure hazards related to damaged or deteriorating asbestos-containing building materials.
2. To identify asbestos-containing materials that are susceptible to disturbance prior to the start of any building repairs or renovations.

Asbestos surveys are carried out in accordance with guidelines published in the Asbestos Hazard and Emergency Response Act (AHERA, 40CFR763, Subpart E). When conducting surveys, the licensed asbestos inspector identifies “functional spaces” (e.g. bathrooms, storage rooms, offices, etc.) and categorizes the construction materials within functional spaces as “homogenous,” based on uniformity in color, age, texture, and use. The inspector then compiles a list of building materials suspected to contain asbestos, and recorded the condition, location and approximate quantity of homogenous, suspect materials.

For pre-renovation surveys, the inspector will examine all accessible areas where renovations are planned. Ceiling tiles will be removed from drop ceilings at representative locations to inspect the ceiling cavity. Carpets will be lifted at representative locations to inspect sub-floors.

Sampling Protocol

Table 1 lists the minimum number of samples each homogenous material required by the AHERA inspection protocol. Samples are analyzed according to EPA procedure #600/M4-82020 at a laboratory accredited by CT Department of Public Health and the National Voluntary Laboratory Approval Program (NVLAP).

AHERA SAMPLING STANDARDS

Homogeneous Material Type	Minimum Number of Samples
Thermal System Insulation	Minimum 3 Samples
Miscellaneous Materials	Minimum 2 Samples
Surfacing Materials	<1000 Sq Ft 3 Samples
	1000-5000 Sq Ft 5 Samples
	>5000 Sq Ft 7 Samples

Materials with one or more samples found to contain more than 1% asbestos by this method are classified as asbestos containing materials (ACM). Suspect materials that are not analyzed in accordance with this protocol will be presumed to contain more than 1% asbestos and classified as presumed asbestos containing materials (PACM).

Asbestos Survey and Sampling Protocols (continued)

Sampling for asbestos analysis will only be conducted by individuals who hold a valid Asbestos Inspector certification issued by CT Department of Public Health. Collection of bulk samples for asbestos analysis will only be permitted inside school buildings outside of regular school hours or on days when no classes are scheduled.

At a minimum, the following information will be recorded whenever samples are collected for asbestos analysis:

1. Sampling—Date of Collection

Sampling dates will be listed on the first page of each group of laboratory reports, the chain of custody for all samples and on the first page of the asbestos survey reports.

2. Sampling—Name, Signature, License # of Inspectors

Names, signatures and license numbers of inspectors will be provided on the first page of each group of laboratory reports, the chain of custody for all samples and/or in the asbestos survey reports

3. Copies of Laboratory Analysis Reports

Copies of lab reports will be included in the survey reports.

4. Dates of Analysis

Analysis dates will be listed on the laboratory reports.

5. Name and Address of Laboratory

The name and address of the laboratories used will be included on the first page of each group of laboratory reports, the chain of custody for all samples and/or in the asbestos survey report

6. Laboratory Accreditations

NVLAP Lab Code #
CT Lab Registration #

7. Name and Signature of Person Performing Analysis

The analyst signs each of the laboratory reports.

SECTION 4

ASBESTOS INSPECTION REPORTS

Initial Asbestos Survey Reports

The initial asbestos inspection was not conducted by Hygenix, Inc.

Copies of past inspection reports (prior to May 2017) are on file in the offices of

Stamford Public Schools located at:

Stamford Government Center
888 Washington Boulevard, 3rd floor
Stamford, CT 06901

Summary of Bulk Asbestos Sampling (May 2017-May 2020)

Note: Copies of Asbestos Survey and Bulk Sample Reports are included in Appendix 2

Test Date	Sample Location	Material	Test Result
010918-1	Unknown	Blackboard Glue	No asbestos detected
011618-1	Room 209	2x4 Ceiling Tile	No asbestos detected
011618-2	Room 209	2x4 Ceiling Tile	No asbestos detected
011618-3	Room 9	2x4 Ceiling Tile Cross wise	No asbestos detected
011618-4	Room 9	2x4 Ceiling Tile Cross wise	No asbestos detected
011618-5	Room 109	2x2 Ceiling Tile	No asbestos detected
011618-6	Hallway by Room 109	2x2 Ceiling Tile	No asbestos detected
011618-7	Room 7	2x4 Ceiling Tile	No asbestos detected
011618-8	Hallway 1 st floor	2x2 Ceiling Tile	No asbestos detected
011618-9	Room 209	Cove Base Adhesive	<1% asbestos detected
011618-10	Stairwell 2 nd floor	Cove Base Adhesive	<1% asbestos detected
030218-1	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	No asbestos detected
030218-2	Girls Gym Office Bathroom Ceiling	Plaster White Coat	No asbestos detected
030218-3	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	No asbestos detected
030218-4	Girls Gym Office Bathroom Ceiling	Plaster White Coat	No asbestos detected
030218-5	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	No asbestos detected
030218-6	Girls Gym Office Bathroom Ceiling	Plaster White Coat	No asbestos detected
052318-1	Exterior Courtyard Ceiling	2x4 Ceiling panels	No asbestos detected
052318-2	Exterior Courtyard Ceiling	2x4 Ceiling panels	No asbestos detected
082418-1	Classroom 314	Countertop material	No asbestos detected
082418-2	Classroom 314	Countertop material	No asbestos detected
082418-3	Classroom 314	Countertop material	No asbestos detected
082418-4	Classroom 314	Sink 1	2% asbestos detected
082418-5	Classroom 314	Sink 2	NA positive stop
082418-6	Classroom 314	Sink 3	NA positive stop
082418-7	Classroom 314	Cove base adhesive	5% asbestos detected
082418-8	Classroom 314	Cove base adhesive	No asbestos detected
082418-9	Classroom 314	Cove base adhesive	No asbestos detected
082418-10	Classroom 314	Floor Tile Mastic	2% asbestos detected
082418-11	Classroom 314	Floor Tile	5% asbestos detected
082418-12	Classroom 314	Floor Tile Mastic	NA positive stop
082418-13	Classroom 314	Floor Tile	NA positive stop
082418-14	Classroom 314	Floor Tile Mastic	NA positive stop
082418-15	Classroom 314	Floor Tile	NA positive stop
041420-1	Vo-Ag building, 2 nd flr stair/hallway	Spray-on fireproofing	No asbestos detected No asbestos detected *
041420-2	Vo-Ag building, garage	Spray-on fireproofing	No asbestos detected
041420-3	Vo-Ag building, ag mechanics hall	Spray-on fireproofing	No asbestos detected
041420-4	Vo-Ag building, Room 3	Spray-on fireproofing	No asbestos detected
041420-5	Vo-Ag building, stair 2 hallway	Spray-on fireproofing	No asbestos detected
041420-6	Vo-Ag building, 1 st flr entry	Spray-on fireproofing	No asbestos detected
041420-7	Vo-Ag building, 2 nd flr landing	Spray-on fireproofing	No asbestos detected
041420-8	North building, outside Room 117	Sheet rock	No asbestos detected
041420-9	North building, main office break room	Sheet rock	No asbestos detected
041420-10	North bldg, outside custodian next to Rm 209	Sheet rock	No asbestos detected
041420-11	North building, health care ctr office	Joint compound	No asbestos detected No asbestos detected *
041420-12	North building, health care center	Joint compound	No asbestos detected

*Denotes quality control split sample and duplicate PLM analysis at EMSL analytical

Summary of Bulk Asbestos Sampling (May 2017-May 2020) - continued

041420-13	North building, Room 222 doorway	Joint compound	<1% asbestos detected
041420-14	North building, Room 201 door frame	Joint compound	<1% asbestos detected
041420-15	North building, custodian next to Rm 209	Joint compound	<1% asbestos detected
041420-16	North building, outside Room 118	Joint compound	<1% asbestos detected
041420-17	North building, Room 107	Joint compound	<1% asbestos detected
041420-18	West building, Reynor Cafeteria	Sheet rock	No asbestos detected
041420-19	West building, Reynor Cafeteria	Sheet rock	No asbestos detected
041420-20	West building, outside swimming pool	Sheet rock	No asbestos detected
041420-21	West building, Reynor Cafeteria	Joint compound	<1% asbestos detected
041420-22	West building, Reynor Cafeteria	Joint compound	No asbestos detected
041420-23	West building, Reynor Cafeteria	Joint compound	No asbestos detected
041420-24	West building, Finch Cafeteria	Joint compound	No asbestos detected
041420-25	West building, Finch Cafeteria	Joint compound	No asbestos detected No asbestos detected *
041420-26	West building, outside swimming pool	Joint compound	No asbestos detected
041420-27	West building, Finch Cafeteria	Joint compound	No asbestos detected
041420-28	South building, outside Room 135	Sheet rock	No asbestos detected
041420-29	South building, hall outside Reynor cafe	Sheet rock	No asbestos detected
041420-30	South building, outside Reynor office	Sheet rock	No asbestos detected
041420-31	South building, Room 432	Sheet rock	No asbestos detected
041420-32	South building, Room 432	Joint compound	<1% asbestos detected
041420-33	South building, hallway outside Rm 435	Joint compound	No asbestos detected
041420-34	South building, outside Room 305	Joint compound	<1% asbestos detected
041420-35	South building, 2 nd flr Reynor Café hall	Joint compound	<1% asbestos detected
041420-36	South building, outside Room 427	Joint compound	<1% asbestos detected
041420-37	South building, outside Reynor office	Joint compound	<1% asbestos detected 2% asbestos detected *
041420-38	Southwest building, 2 nd flr roof access	Sheet rock	No asbestos detected
041420-39	Southwest building, main office	Sheet rock	No asbestos detected
041420-40	Southwest building, grnd flr hall at elev	Sheet rock	No asbestos detected
041420-41	Southwest building, teacher's lounge	Sheet rock	No asbestos detected
041420-42	Southwest building, teacher's lounge	Joint compound	No asbestos detected
041420-43	Southwest building, teacher's lounge	Joint compound	No asbestos detected
041420-44	Southwest building, 2 nd flr roof access	Joint compound	No asbestos detected
041420-45	Southwest building, main office	Joint compound	No asbestos detected
041420-46	Southwest building, main office bath	Joint compound	No asbestos detected
041420-47	Southwest building, asst principal office	Joint compound	No asbestos detected No asbestos detected *

*Denotes quality control split sample and duplicate PLM analysis at EMSL analytical.

SECTION 5
ASBESTOS HAZARD ASSESSMENT

Asbestos Damage and Hazard Assessment

Each homogeneous area of ACM has been assessed for existing damage, accessibility, potential for damage and assigned a hazard ranking which includes a response action. The hazard ranking is also based on the AHERA assessment category and current damage category. The hazard rankings and appropriate response actions are based on the information presented below. Complete definitions for the damage categories, accessibility, and associated response actions can be found in the AHERA regulations (40 CFR §763.80-.99).

Assessment Category

Each homogeneous area of friable ACM and asbestos-containing building material (ACBM) was classified into one of the following seven assessment categories.

- (1) Damaged or significantly damaged thermal system insulation ACM.
- (2) Damaged friable surfacing ACM.
- (3) Significantly damaged friable surfacing ACM.
- (4) Damaged or significantly damaged friable miscellaneous ACM.
- (5) ACBM with potential for damage.
- (6) ACBM with potential for significant damage.
- (7) Any remaining friable ACBM or friable suspected ACBM.

Note that these categories apply to friable asbestos only. If the material is non-friable, it is designated with an "X". If the material has been removed or determined to not contain asbestos, it is designated N/A for "not applicable".

Damage Category

The damage categories are defined for this re-inspection as follows:

"Undamaged" means the material had no visible damage, or extremely minor damage or surface marring (i.e., a room full of floor tile with only two or three small corners chipped off of the tile).

"Damaged" means the material had visible damage evenly distributed over less than 10% of its surface or localized over less than 25% of its surface.

"Significantly Damaged" means the material had visible damage that is evenly distributed over 10% or more of its surface or localized over 25% or more of its surface.

Accessibility and Damage Potential

Each homogeneous area of ACM was evaluated for accessibility to the building occupants and the general public, using the following accessibility categories:

- "Inaccessible" means the material was located in an area that people had no reason to enter and could not access without special measures. One example would be above a solid ceiling. Another example of "Inaccessible" is if an area is locked, and access is not possible. Damage potential would be low.
- "Rarely" accessed identifies a material that was in a location that could be accessed but wasn't unless there was a specific need. An example would be a pipe tunnel. Another example would be a high ceiling that is out of reach and not subject to any specific disturbances. Damage potential would be low.
- "Periodic" access identifies a material that was in a location that was accessible, was not occupied full time, but was accessed on a routine basis. An example would be a mechanical room or boiler room. Damage potential would be moderate-to-high.
- "Continuous" access identifies a material that was in a location that was occupied full time and was within reach of the occupants or was frequently subject to direct disturbance. Examples would be exposed floor tile or a normal height ceiling. Damage potential could be low, moderate or high depending on the material type (i.e., floor tile that is meant to be walked on has a low damage potential even with continuous access).

Hazard Ranking and Response Actions

The ACM materials in the building were then assigned a hazard ranking from 1-7 (with seven being the highest hazard) based on AHERA material category, current condition, and damage potential due to accessibility, air flow, water, or vibration. Non-friable materials are assigned a Hazard Ranking of 1. Each Hazard Rank has an associated Response Action. The Hazard Ranking matrix is presented below.

Hazard Rank	Current ACM Condition	Disturbance Potential	Response Actions
1	Significantly Damaged	Any potential for further disturbance	Isolate material Abate ASAP
2	Damaged	Potential for significant disturbance	Limit access to area Abate ASAP
3	Damaged	Potential for disturbance	Plan to abate in future
4	Damaged	Low potential for any disturbance	Avoid disturbance and monitor condition
5	Undamaged	Potential for significant disturbance	Maintain in undamaged condition
6	Undamaged	Potential for disturbance	Maintain in undamaged condition
7	Undamaged	Low potential for disturbance	Maintain in undamaged condition

SECTION 6
RESPONSE ACTIONS

O&M Response Actions for Various Asbestos Containing Building Materials

Vinyl Asbestos Flooring, Mastic and Glue

Vinyl Asbestos Floor Tiles (VAT) are considered non-friable, however routine maintenance procedures such as spray-buffing, burnishing, wet scrubbing, and stripping can generate asbestos fibers. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Do not sand, grind, or abrade the tiles. Stripping of VAT should be done as infrequently as possible. When stripping becomes necessary, follow the appropriate work practices. Never perform dry stripping.
- b) During spray buffing or burnishing the floor, operate the machine at the lowest workable speed and use the least abrasive pad. Use a wet mop for routine cleaning whenever possible.
- c) Routinely check whether chair and desk glides are in good condition and replace when necessary. Worn glides can gouge the floor and cause fiber release.
- d) Place carpets/floor mats in all entrances to reduce abrasion of floor tiles by sand and pebbles. During winter, have parking lots and walkways swept to the extent possible to avoid the tracking of salt and ice-melting compounds into the school by the students.
- e) Train the custodial people who are responsible for care and maintenance of VAT. Please note that the repair/removal can only be performed by a licensed abatement contractor.

In areas where the flooring is damaged, it must be cleaned up and fixed in accordance with State and Federal Law. If the intact, asbestos flooring must be removed, cut, or sanded, or if it deteriorates over time, the asbestos flooring and mastic must be removed by a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the materials were sampled and found to not be asbestos containing. Installation of carpeting or other new flooring over intact vinyl asbestos floor tiles is an acceptable alternative to removal.

O&M Response Actions for Various ACBM's (continued)

Asbestos Black Board, Tack Board & Mirror Adhesive

Adhesives are non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. In addition, the adhesive is not accessible due to its location behind a solid surface. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

If a black board, tack board or mirror must be removed, cut, or sanded, or if they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the adhesive is sampled and found to not be asbestos containing.

Electrical Insulation

Electrical insulation is non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the electrical insulation is damaged, it must be cleaned up in accordance with State and Federal Law. If the intact electrical insulation must be removed, cut or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove it unless the electrical insulation is sampled and found to not be asbestos containing.

O&M Response Actions for Various ACBM's (continued)

Roof Drain Insulation

Roof drain insulation is friable and if disturbed can release asbestos dust. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

If damage occurs in which the insulation falls to the floor, the area must be isolated and a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the roof drain insulation is sampled and found to not be asbestos containing.

Sheet Rock and Taping Compound

Sheet rock and taping compound are non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the sheet rock and taping compound are damaged, it must be cleaned up, covered or fixed in accordance with State and Federal Law. If the intact sheet rock and taping compound must be removed, cut, or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the materials are sampled and found to not be asbestos containing.

O&M Response Actions for Various ACBM's (continued)

Tabletops

Tabletops are non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the tabletops are damaged, it must be cleaned up and fixed in accordance with State and Federal Law. If the intact asbestos tabletops must be removed, cut, sanded or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the tabletop is sampled and found to not be asbestos containing.

Cove Base Mastic

Cove base mastic is non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the cove base is damaged or missing exposing the mastic, it must be cleaned up in accordance with State and Federal Law. If the intact cove base and mastic must be removed, cut, sanded or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the mastic is sampled and found to not be asbestos containing.

O&M Response Actions for Various ACBM's (continued)

Stainless steel sink undercoat

Sink undercoat found on stainless steel sinks are non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the sink undercoat is damaged, it must be cleaned up or fixed in accordance with State and Federal Law. If the sink undercoat compound must be removed, cut, sanded or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the sink undercoat is sampled and found to not be asbestos containing.

Ceramic floor/wall tile adhesives

Ceramic tile adhesive is non-friable and unlikely to release asbestos dust unless severely damaged or subject to extreme physical force. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

In areas where the ceramic tile is damaged or missing exposing the adhesive, it must be cleaned up in accordance with State and Federal Law. If the intact tile and adhesive must be removed, cut, sanded or they deteriorate over time, a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove it unless the adhesive is sampled and found to not be asbestos containing.

O&M Response Actions for Various ACBM's (continued)

Thermal System Insulation

Thermal system insulation is friable and if disturbed can release asbestos dust. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Reduce the likelihood of fiber release by leaving the material in place.
- b) Maintain material in good condition.

If damage occurs in which the insulation falls to the floor, the area must be isolated and a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the thermal system insulation is sampled and found to not be asbestos containing.

Boiler and Breeching Insulation

Boiler and breeching insulation is friable and if disturbed can release asbestos dust. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Identify the locations and label the boiler. Warning signs should be posted outside the boiler room.
- b) Reduce the likelihood of fiber release by ensuring that the insulation is not damaged. Avoid storing/stacking on/near the boiler to reduce contact damage.
- c) Maintain the insulation in intact state and undamaged condition. Repair damaged areas soon as possible to prevent further deterioration. If repair is not feasible due to extensive damage/deterioration, remove the material.
- d) Train the custodial people who are responsible for care and maintenance of TSI. Please note that the repair/removal can only be performed by a licensed abatement contractor.

If damage occurs in which the insulation falls to the floor, the area must be isolated and a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the insulation is sampled and found to not be asbestos containing.

O&M Response Actions for Various ACBM's (continued)

Pipes, Pipe-fittings, Tank and Duct Insulation

This type of insulation is friable and if disturbed can release asbestos dust. The following procedures, when properly implemented, will reduce the potential of fiber release:

- a) Warning signs should be posted outside the boiler room.
- b) Reduce the likelihood of fiber release by ensuring that the materials are not damaged. Avoid storing/stacking near the materials to reduce contact damage.
- c) Maintain all TSI materials in intact state and undamaged condition. Inspect the protective jackets for damage. Repair damaged areas as soon as possible to prevent further deterioration. If repair is not feasible due to extensive damage/deterioration, remove the material.
- d) Train the custodial people who are responsible for care and maintenance of TSI. Please note that the repair/removal can only be performed by a licensed abatement contractor.

If damage occurs in which the insulation falls to the floor, the area must be isolated and a Connecticut licensed asbestos contractor employing appropriate engineering controls and worker protection measures must remove them unless the insulation is sampled and found to not be asbestos containing.

Recording Form: O&M Response Actions for Various ACBM's

Note: When a response action has been completed, complete this form and file the form in the asbestos management plan binder. Copies of Asbestos Survey and Bulk Sample Reports are included in Appendix 3.

LOCATION

Enter the building name and specific location within the building

MATERIAL

Enter the type and quantity of ACBM removed, encapsulated, repaired or protected

DESCRIPTION OF ACTIVITY

Describe what was done, e.g. "Repaired damaged pipe insulation with lag cloth; Replaced two loose floor tiles"

SCHEDULE

Start date: _____ Completion date _____

METHODS USED

Check one or more

- | | | | |
|-------|----------------|-------|------------------------|
| _____ | Full Enclosure | _____ | Mini Enclosure |
| _____ | Glove Bag | _____ | Other (Describe Below) |

LEA EMPLOYEES OR CONTRACTOR CONDUCTING RESPONSE ACTION

Enter school employee names or abatement contractor name, address and license number.

WASTE DISPOSAL SITE

Enter the name and address of the asbestos waste disposal site. Enter N/A if no asbestos waste was generated.

Summary of Completed Asbestos Abatement Projects (May 2017-May 2020)

Note: Copies of the Project Monitor's Clearance Reports are included in Appendix 3

Project Location	ACM / Quantity	Abatement Contractor	Clearance Dates	Project Monitor
Nurse's office	30 sq ft vinyl asbestos tile 16 lin ft wall caulk	AAIS, Inc. West Haven, CT	12/27/19	Tighe & Bond

SECTION 7

PERIODIC SURVEILLANCE

Periodic Surveillance Reports

Semi-annual surveillance was conducted on the following dates:

- December 2017
- July 2018
- November 2018
- July 2019

Copies of past periodic surveillance reports are on file in the offices of Stamford Public Schools located at:

Government Center
888 Washington Blvd, 3rd Floor
Stamford, CT 06901

SECTION 8
NOTIFICATIONS

Annual Parent / Staff Notice

The follow notice is included in the *Stamford Public Schools Policy Guide for Families* (an abridged version of the *Board of Education Policy Manual*) on page 41, which is continually available on the Stamford Public Schools website and updated every year.

Continually posted on website: May 2017 – May 2020:

ASBESTOS MANAGEMENT PLAN NOTIFICATION

In compliance with the U.S. Environmental Protection Agency's (EPA) Asbestos Hazard Emergency Response Act (AHERA), this district has performed inspections of each of our school buildings for asbestos-containing building materials. The inspection findings and asbestos management plans are on file and available for inspection by members of the public at that school's office during regular hours. Copies of all of the plans are also available for inspection during business hours at the Board of Education, 5th floor, 888 Washington Boulevard, Stamford Government Center.

Outside Contractor Notice

The follow notice will be issued to contractors who perform work for the Stamford Public Schools in building areas where asbestos-containing materials may be disturbed.

To: All contractors/vendors who perform work in the Stamford Public Schools

From: Kevin McCarthy, Facilities Manager

Re: Notice Regarding Asbestos Containing Materials (ACM)

A list of the known and presumed asbestos containing materials is included in our AHERA Management Plans. Copies of the AHERA Management Plan are on file and available for review at each school building and in the School Facilities Department on the 3rd floor at Stamford Government Center, 888 Washington Boulevard, Stamford, CT 06901.

If you suspect that your work may disturb a material that contains asbestos, contact the Facilities Manager at 475-333-1031 (kmccarthy@stamfordct.gov) before starting the work. Personnel who disturb ACM must be properly trained, licensed by CT Department of Public Health, and use special equipment and personal protective gear. Personnel who disturb ACM must follow the specific Operations and Maintenance Procedures in the school’s management plan to ensure that school occupants are not exposed to asbestos dust to ensure that asbestos dust does not contaminate building areas or expose workers or building occupants.

Asbestos warning signs are located in non-public maintenance areas. The absence of a warning sign does not indicate that no asbestos containing materials are present.

Please sign below and return this document to the school office as agreement that you have been notified of the presence of asbestos and you will not disturb suspect asbestos containing materials.

Outside Contractor Name: _____

Contractor’s Representative: _____

Signature: _____ Date: _____

SECTION 9

ASBESTOS AWARENESS TRAINING

ASBESTOS AWARENESS TRAINING
Stamford Public Schools

INTRODUCTION

- Instructors: Robert C. Brown (203-988-0771 cell) and Ashley Koppersmith (203-324-2222 office)
- Objectives: To Recognize Asbestos Hazards and To Work Safely Around Asbestos Building Materials
- General: Attendance Sheet, Agenda, Self-Test, Video and Discussion

HEALTH EFFECTS OF ASBESTOS

- Lung Cancer, Mesothelioma, Asbestosis and Pleural Plaques
- Latency and Dose-Response
- Effects of Smoking

DETECTION, IDENTIFICATION AND ASSESSMENT

- Forms and uses of asbestos-containing building materials (greater than 1% asbestos)
- Asbestos test procedures (PCM, TEM, PLM)
- Friable vs non-friable
- Damage assessment (water, air, direct contact, etc.)
- List of asbestos containing building materials in your building

OPTIONS FOR CONTROLLING ASBESTOS

- Removal
- Enclosure
- Encapsulation
- Management in Place (O&M)

ASBESTOS REGULATIONS

- Connecticut Dept of Public Health (schools, general public, licensing and certification)
- US EPA (schools, air pollution and waste disposal)
- US OSHA and CT OSHA (worker protection, Class I - Class IV)
 1. Recognizing asbestos
 2. Health effects
 3. Smoking vs lung cancer
 4. Operations causing exposure
 5. Respiratory protection
 6. Work practices
 7. Medical surveillance
 8. Content of OSHA standard
 9. Smoking cessation programs
 10. Signs and labels

SITE SPECIFIC ISSUES

- ACM's at New Fairfield Public Schools

HAZARD COMMUNICATION

- Right to know about workplace hazards
- Globally Harmonized Standard (GHS)
- Safety Data Sheets
- Product Labels
- Pictograms

BLOODBORNE PATHOGENS

- Blood and body fluids
- Hepatitis B
- Hepatitis C
- HIV (AIDS)
- Personal Protective Equipment
- Cleaning and disposal procedures

Names	Title	Location	Shift	Signature
Arvan, Steven	Carpenter	Trades Shop	Day	
Cornelio, Philip	Carpenter	Trades Shop	Day	
Lara, Ruben	Carpenter	Trades Shop	Day	
Murray, Raymond	Carpenter	Trades Shop	Day	
Dube, Kevin	Carpenter	Trades Shop	Day	
Boccuzzi, Salvatore	Carpenter Foreman	Trades Shop	Day	
Chiello, Wayne	Grounds Foreman	Boyle Stadium	Day	
Coker, Michael	Custodian	Boyle Stadium	Day	
Cornelio, Steven	Custodian	Boyle Stadium	Day	
Haigler, Cromer	Custodian	Boyle Stadium	Swing	
Vakos, Peter	Custodian	Boyle Stadium	Day	
● Labella, Samuel	Driver	Boyle Stadium	Day	<i>Samuel Labella</i>
Mancuso, Lawrence	Driver	Boyle Stadium	Day	
Haight, David	Electical Foreman	Trades Shop	Day	
Aulenti, Joseph	Electrician	Trades Shop	Day	
Fahan, Shawn	Electrician	Trades Shop	Day	
Kuczo, Chris	Electrician	Trades Shop	Day	
Molzano, Eugene	Electrician	Trades Shop	Day	
Andrasi, James	HVAC	Trades Shop	Day	
Arnette, Jerry	HVAC	Trades Shop	Day	
Sawicki, David	HVAC	Trades Shop	Day	
Yance, Jeffery	HVAC	Trades Shop	Day	
Valenti, Anthony	HVAC Foreman	Trades Shop	Day	
Battinelli, Pasquale	Painter	Trades Shop	Day	
● Conley, Kevin	Mason	Trades Shop	Day	<i>Kevin Conley</i>
Fortin, Robert	Painter	Trades Shop	Day	
Granelli, Richard	Painter	Trades Shop	Day	
Sieira, Antonio	Painter Foreman	Trades Shop	Day	
Connors, James	Plumber	Trades Shop	Day	
Mailhot, Robert	Plumber	Trades Shop	Day	
Valenzano, Frank	Plumber	Trades Shop	Day	
Vacant	Plumbing Foreman	Trades Shop	Day	

● Davor Lucaj Trades Manager BOE *Davor Lucaj*

Beck, Todd	Lead Custodian	Stark	Night	
Franco, Paul	Custodian	Stark	Day	
● Harrell, Michael	Custodian	Stark	Night	MICHAEL HARRELL
Perretta, Thomas	Head Custodian I	Stark	Day	
● Singer, Joseph	Lead Custodian	Stark	Night	JOSE SINGER
Calorossi, John	Head Custodian I	Stillmeadow	Day	
Smith, Thomas	Custodian	Stillmeadow	Day	
Vasquez, Jamie	Lead Custodian	Stillmeadow	Night	
Williams, Bruce	Custodian	Stillmeadow	Night	
Ayars, Mark	Custodian	Toquam	Night	
Borsey, David	Head Custodian I	Toquam	Day	
Giannotto, Louis	Custodian	Toquam	Day	
Hurdle, Michael	Lead Custodian	Toquam	Night	
McDermott, Charles	Custodian	Toquam	Night	
Gentile, Michael	Custodian	Turn of River	Night	
Giannitti, Ted	Custodian	Turn of River	Night	
Kulis, Kenneth	Head Custodian I	Turn of River	Day	
Librandi, Michael	Custodian	Turn of River	Day	
Racaniello, Ronnie	Lead Custodian	Turn of River	Night	
Wilson, Jeffrey	Custodian	Turn of River	Day	
Bartlett, Derrick	Custodian	Westhill	Night	
Buccino, Carlo	Head Custodian II	Westhill	Day	
Byxbee, Brendan	Custodian	Westhill	Night	
Catchings, Revie	Custodian	Westhill	Day	
Elbert, Scott	Custodian	Westhill	Night	
Kadeg, David	Head Custodian II	Westhill	Day	
Mammone, Michael	Pool Attendant	Westhill	Night	
McKeithen, Alvin	Custodian	Westhill	Day	
Mignogno, Vincent	Custodian	Westhill	Night	
● Molgano, Jeffrey	Custodian	Westhill	Night	JEFF MOLGANO
Vacant	Lead Custodian	Westhill	Night	
Plateroti, Dominick	Head Custodian I	Westhill	Day	
● Ponce, Ruben	Custodian	Westhill	Night	RUBEN PONCE
Vitti, Christopher	Custodian	Westhill	Day	
Barroso, Norberto	Custodian	Westover	Night	
Bernardo, George	Custodian	Westover	Day	
● Carpanzano, Michael	Lead Custodian	Westover	Night	MICHAEL CARPANZANO
Vivona, Matthew	Head Custodian I	Westover	Day	

Bottoni, Domenico	Head Custodian II	Rippowam	Day	
Garrett, Robert	Custodian	Rippowam	Day	
Ginolfi, Dan	Custodian	Rippowam	Night	
Hoegemann, Kirk	Head Custodian I	Rippowam	Day	
McCord, James	Custodian	Rippowam	Swing	
● McGregor, Eric	Custodian	Rippowam	Day	<i>Eric</i>
Perillo, Alfred	Lead Custodian	Rippowam	Night	
Powell, Quincy	Custodian	Rippowam	Night	
Ramirez, Pedro	Custodian	Rippowam	Night	
Sullaway, Kenneth	Custodian	Rippowam	Day	
Houser, Kevin	Custodian	Rogers	Night	
Malcolm, Robert	Head Custodian I	Rogers	Day	
Mazur, Anthony	Lead Custodian	Rogers	Night	
Vitti, Richard	Custodian	Rogers	Day	
Elliott, Robert	Custodian	Roxbury	Swing	
● Magnoli, Michael *	Lead Custodian	Roxbury	Night	<i>Magnoli</i>
Morissette, Yvon	Custodian	Roxbury	Night	
Sauer, Paul	Head Custodian I	Roxbury	Day	
Tiriolo, Michael	Custodian	Roxbury	Day	
Alexander, Donald	Custodian	Scofield	Day	
● Booker, Dante	Custodian	Scofield	Night	<i>Booker</i>
Dupree, Anthony	Custodian	Scofield	Night	
Leduc, Mike	Head Custodian I	Scofield	Day	
Cherry, Ronnie	Custodian	Springdale	Day	
Gil, Manuel	Custodian	Springdale	Night	
Smith, Timothy	Head Custodian I	Springdale	Day	
● Troy, Thomas *	Lead Custodian	Springdale	Night	<i>Troy</i>
Darling, Anthony	Custodian	Stamford High	Day	
Fornaciari, Stephen	Custodian	Stamford High	Night	
Frederick, Andrea	Custodian	Stamford High	Night	
Harrold, George	Custodian	Stamford High	Day	
McIntosh, Thomas	Head Custodian II	Stamford High	Day	
Patafio, Gaetano	Custodian	Stamford High	Day	
Price, Steven	Custodian	Stamford High	Day	
Raiante, Carmine	Custodian	Stamford High	Day	
Retome, Candido	Head Custodian I	Stamford High	Day	
Velez, Jose	Custodian	Stamford High	Day	
Williams, Todd	Lead Custodian	Stamford High	Night	
Wilson, Tyron	Custodian	Stamford High	Night	

Names	Title	Location	Shift	Signature
Brown, Richard	Custodian	AITE	Day	
McIntosh, Saville	Custodian	AITE	Night	
Richardson, Leon	Lead Custodian	AITE	Night	
Yoranidis, Gus	Head Custodian I	AITE	Day	
Coleman, Derrick	Custodian	Cloonan	Night	
Greco, Daniel	Custodian	Cloonan	Day	
Hoyt, Allan	Head Custodian I	Cloonan	Day	
Kleemichien, Gary	Custodian	Cloonan	Day	
Maldonado, Jose	Custodian	Cloonan	Night	
Piorkowski, James	Custodian	Cloonan	Day	
Salvatore, Mario	Lead Custodian	Cloonan	Night	
● Arrico, James	Lead Custodian	Davenport	Night	<i>James Arrico</i>
Farina, Michael	Custodian	Davenport	Day	
Kelley, Terrence	Head Custodian I	Davenport	Day	
Lara, Mario	Custodian	Davenport	Night	
Darling, John	Custodian	Dolan	Swing	
Davis, Michael	Custodian	Dolan	Night	
Johnstone, Scott	Head Custodian I	Dolan	Day	
Kulis, Richard	Custodian	Dolan	Day	
Roman, Edgar	Custodian	Dolan	Night	
Zaccagnino, Richard	Lead Custodian	Dolan	Night	
Vacant	Custodian	Hart	Day	
Gu, Chenguang	Custodian	Hart	Night	
Ponce, Victor	Head Custodian I	Hart	Day	
Sangermano, Gerarc	Lead Custodian	Hart	Night	
Kopec, David	Custodian	K.T. Murphy	Night	
Norman, Leonard	Head Custodian I	K.T. Murphy	Day	
Richichi, Anthony	Custodian	K.T. Murphy	Day	
Walsky, Reid	Lead Custodian	K.T. Murphy	Night	
Bogacki, Paul	Custodian	New School	Swing	
Defelice, Anthony	Lead Custodian	New School	Night	
Lowman, Richard	Head Custodian I	New School	Day	
Carbino, Roy	Head Custodian I	Newfield	Day	
● Schell, Paul ★	Lead Custodian	Newfield	Night	<i>Paul Schell</i>
Sullivan, Eugene	Custodian	Newfield	Night	
Terrones, Edgar	Custodian	Newfield	Day	
Fox, Mark	Head Custodian I	Northeast	Day	
McIntosh, Jesse	Custodian	Northeast	Day	
Nelson, Lynton	Lead Custodian	Northeast	Night	
Ross, Gary	Custodian	Northeast	Night	
Taylor, Sean	Custodian	Northeast	Night	

Names	Title	Location	Shift	Signature
• Arvan, Steven	Carpenter	Trades Shop	Day	<i>Steven Arvan</i>
• Cornelio, Philip	Carpenter	Trades Shop	Day	<i>Philip Cornelio</i>
• Lara, Ruben	Carpenter	Trades Shop	Day	<i>Ruben Lara</i>
• Murray, Raymond	Carpenter	Trades Shop	Day	<i>Raymond Murray</i>
• Dube, Kevin	Carpenter	Trades Shop	Day	<i>Kevin Dube</i>
• Boccuzzi, Salvatore	Carpenter Foreman	Trades Shop	Day	<i>Salvatore Boccuzzi</i>
Chiello, Wayne	Grounds Foreman	Boyle Stadium	Day	
Coker, Michael	Custodian	Boyle Stadium	Day	
Cornelio, Steven	Custodian	Boyle Stadium	Day	
Haigler, Cromer	Custodian	Boyle Stadium	Swing	
Vakos, Peter	Custodian	Boyle Stadium	Day	
Labella, Samuel	Driver	Boyle Stadium	Day	
Mancuso, Lawrence	Driver	Boyle Stadium	Day	
Haight, David	Electical Foreman	Trades Shop	Day	
Aulenti, Joseph	Electrician	Trades Shop	Day	
• Fahan, Shawn	Electrician	Trades Shop	Day	<i>Shawn Fahan</i>
• Kuczo, Chris	Electrician	Trades Shop	Day	<i>Chris Kuczo</i>
Molgano, Eugene	Electrician	Trades Shop	Day	
Andrasi, James	HVAC	Trades Shop	Day	
Arnette, Jerry	HVAC	Trades Shop	Day	
• Sawicki, David	HVAC	Trades Shop	Day	<i>David Sawicki</i>
• Yance, Jeffery	HVAC	Trades Shop	Day	<i>Jeffery Yance</i>
• Valenti, Anthony	HVAC Foreman	Trades Shop	Day	<i>Anthony Valenti</i>
Battinelli, Pasquale	Painter	Trades Shop	Day	
Conley, Kevin	Mason	Trades Shop	Day	
Fortin, Robert	Painter	Trades Shop	Day	
Granelli, Richard	Painter	Trades Shop	Day	
Sieira, Antonio	Painter Foreman	Trades Shop	Day	
• Connors, James	Plumber	Trades Shop	Day	<i>James Connors</i>
• Mailhot, Robert	Plumber	Trades Shop	Day	<i>Robert Mailhot</i>
• Valenzano, Frank	Plumber	Trades Shop	Day	<i>Frank Valenzano</i>
• Campbell, John	Plumbing Foreman	Trades Shop	Day	<i>John Campbell Retired</i>

Beck, Todd	Lead Custodian	Stark	Night	
Franco, Paul	Custodian	Stark	Day	
Harrell, Michael	Custodian	Stark	Night	
Perretta, Thomas	Head Custodian I	Stark	Day	
Singer, Joseph	Lead Custodian	Stark	Night	
Calorossi, John	Head Custodian I	Stillmeadow	Day	
Smith, Thomas	Custodian	Stillmeadow	Day	
Vasquez, Jamie	Lead Custodian	Stillmeadow	Night	
Williams, Bruce	Custodian	Stillmeadow	Night	
Ayars, Mark	Custodian	Toquam	Night	
• Borse, David	Head Custodian I	Toquam	Day	
• Giannotto, Louis	Custodian	Toquam	Day	
• Murdle, Michael	Lead Custodian	Toquam	Night	
McDermott, Charles	Custodian	Toquam	Night	
Gentile, Michael	Custodian	Turn of River	Night	
Giannitti, Ted	Custodian	Turn of River	Night	
Kulis, Kenneth	Head Custodian I	Turn of River	Day	
Librandi, Michael	Custodian	Turn of River	Day	
Racaniello, Ronnie	Lead Custodian	Turn of River	Night	
Wilson, Jeffrey	Custodian	Turn of River	Day	
Bartlett, Derrick	Custodian	Westhill	Night	
Buccino, Carlo	Head Custodian II	Westhill	Day	
Byxbee, Brendan	Custodian	Westhill	Night	
Catchings, Revie	Custodian	Westhill	Day	
Elbert, Scott	Custodian	Westhill	Night	
Kadeg, David	Head Custodian II	Westhill	Day	
Mammone, Michael	Pool Attendant	Westhill	Night	
McKeithen, Alvin	Custodian	Westhill	Day	
Mignogno, Vincent	Custodian	Westhill	Night	
Molgano, Jeffrey	Custodian	Westhill	Night	
Morgan, Robert	Lead Custodian	Westhill	Night	
• Plateroti, Dominick	Head Custodian I	Westhill	Day	
Ponce, Ruben	Custodian	Westhill	Night	
• Vitti, Christopher	Custodian	Westhill	Day	
Barroso, Norberto	Custodian	Westover	Night	
Bernardo, George	Custodian	Westover	Day	
Carpanzano, Michael	Lead Custodian	Westover	Night	
Vivona, Matthew	Head Custodian I	Westover	Day	

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Bottoni, Domenico	Head Custodian II	Rippowam	Day
Garrett, Robert	Custodian	Rippowam	Day
Ginolfi, Dan	Custodian	Rippowam	Night
Hoegemann, Kirk	Head Custodian I	Rippowam	Day
McCord, James	Custodian	Rippowam	Swing
McGregor, Eric	Custodian	Rippowam	Day
Perillo, Alfred	Lead Custodian	Rippowam	Night
Powell, Quincy	Custodian	Rippowam	Night
Ramirez, Pedro	Custodian	Rippowam	Night
Sullaway, Kenneth	Custodian	Rippowam	Day

Robert D. Garrett

Houser, Kevin	Custodian	Rogers	Night
Malcolm, Robert	Head Custodian I	Rogers	Day
Mazur, Anthony	Lead Custodian	Rogers	Night
Vitti, Richard	Custodian	Rogers	Day

Richard Vitti

Elliott, Robert	Custodian	Roxbury	Swing
Magnoli, Michael	Lead Custodian	Roxbury	Night
Morissette, Yvon	Custodian	Roxbury	Night
Sauer, Paul	Head Custodian I	Roxbury	Day
Tiriolo, Michael	Custodian	Roxbury	Day

Robert Elliott

Michael Tiriolo

Alexander, Donald	Custodian	Scotfield	Day
Booker, Dante	Custodian	Scotfield	Night
Dupree, Anthony	Custodian	Scotfield	Night
Leduc, Mike	Head Custodian I	Scotfield	Day

MIKE LEDUC

Cherry, Ronnie	Custodian	Springdale	Day
Gil, Manuel	Custodian	Springdale	Night
Smith, Timothy	Head Custodian I	Springdale	Day
Troy, Thomas	Lead Custodian	Springdale	Night

Darling, Anthony	Custodian	Stamford High	Day
Fornaciari, Stephen	Custodian	Stamford High	Night
Frederick, Andrea	Custodian	Stamford High	Night
Harrold, George	Custodian	Stamford High	Day
McIntosh, Thomas	Head Custodian II	Stamford High	Day
Patafio, Gaetano	Custodian	Stamford High	Day
Price, Steven	Custodian	Stamford High	Day
Raiante, Carmine	Custodian	Stamford High	Day
Retome, Candido	Head Custodian I	Stamford High	Day
Velez, Jose	Custodian	Stamford High	Day
Williams, Todd	Lead Custodian	Stamford High	Night
Wilson, Tyron	Custodian	Stamford High	Night

AS

George Harrold
Thomas Patafio

Todd Williams
Ty Wilson

ASBESTOS DELETED

4
9/21

Names	Title	Location	Shift
Brown, Richard	Custodian	AITE	Day
McIntosh, Saville	Custodian	AITE	Night
Richardson, Leon	Lead Custodian	AITE	Night
Yoranidis, Gus	Head Custodian I	AITE	Day
Coleman, Derrick	Custodian	Cloonan	Night
Greco, Daniel	Custodian	Cloonan	Day
Hoyt, Allan	Head Custodian I	Cloonan	Day
Kleemichien, Gary	Custodian	Cloonan	Day
Maldonado, Jose	Custodian	Cloonan	Night
Piorkowski, James	Custodian	Cloonan	Day
Salvatore, Mario	Lead Custodian	Cloonan	Night
Arrico, James	Lead Custodian	Davenport	Night
Farina, Michael	Custodian	Davenport	Day
Kelley, Terrence	Head Custodian I	Davenport	Day
Lara, Mario	Custodian	Davenport	Night
Darling, John	Custodian	Dolan	Swing
Davis, Michael	Custodian	Dolan	Night
Johnstone, Scott	Head Custodian I	Dolan	Day
Kulis, Richard	Custodian	Dolan	Day
Roman, Edgar	Custodian	Dolan	Night
Zaccagnino, Richard	Lead Custodian	Dolan	Night
Gu, Chenguang	Custodian	Hart	Night
Ponce, Victor	Head Custodian I	Hart	Day
Sangermano, Gerard	Lead Custodian	Hart	Night
Kopec, David	Custodian	K.T. Murphy	Night
Norman, Leonard	Head Custodian I	K.T. Murphy	Day
Richichi, Anthony	Custodian	K.T. Murphy	Day
Walsky, Reid	Lead Custodian	K.T. Murphy	Night
Bogacki, Paul	Custodian	New School	Swing
Defelice, Anthony	Lead Custodian	New School	Night
Lowman, Richard	Head Custodian I	New School	Day
Carbino, Roy	Head Custodian I	Newfield	Day
Schell, Paul	Lead Custodian	Newfield	Night
Sullivan, Eugene	Custodian	Newfield	Night
Terrones, Edgar	Custodian	Newfield	Day
Fox, Mark	Head Custodian I	Northeast	Day
McIntosh, Jesse	Custodian	Northeast	Day
Nelson, Lynton	Lead Custodian	Northeast	Night
Ross, Gary	Custodian	Northeast	Night
Taylor, Sean	Custodian	Northeast	Night

John Darling

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EDGAR TERRONES

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Names	Title	Location	Shift	Signature
Arvan, Steven	Carpenter	Trades Shop	Day	_____
Cornelio, Philip	Carpenter	Trades Shop	Day	_____
Lara, Ruben	Carpenter	Trades Shop	Day	_____
Murray, Raymond	Carpenter	Trades Shop	Day	_____
Dube, Kevin	Carpenter	Trades Shop	Day	_____
Boccuzzi, Salvatore	Carpenter Foreman	Trades Shop	Day	_____
Chiello, Wayne	Grounds Foreman	Boyle Stadium	Day	_____
Coker, Michael	Custodian	Boyle Stadium	Day	_____
Cornelio, Steven	Custodian	Boyle Stadium	Day	_____
Haigler, Cromer	Custodian	Boyle Stadium Swing		_____
Vakos, Peter	Custodian	Boyle Stadium	Day	_____
Labella, Samuel	Driver	Boyle Stadium	Day	_____
Mancuso, Lawrence	Driver	Boyle Stadium	Day	_____
Haight, David	Electical Foreman	Trades Shop	Day	_____
Aulenti, Joseph	Electrician	Trades Shop	Day	_____
Fahan, Shawn	Electrician	Trades Shop	Day	_____
Kuczo, Chris	Electrician	Trades Shop	Day	_____
Molgano, Eugene	Electrician	Trades Shop	Day	_____
Andrasi, James	HVAC	Trades Shop	Day	_____
Arnette, Jerry	HVAC	Trades Shop	Day	_____
Sawicki, David	HVAC	Trades Shop	Day	_____
Yance, Jeffery	HVAC	Trades Shop	Day	_____
Valenti, Anthony	HVAC Foreman	Trades Shop	Day	_____
Battinelli, Pasquale	Painter	Trades Shop	Day	_____
Conley, Kevin	Mason	Trades Shop	Day	_____
Fortin, Robert	Painter	Trades Shop	Day	_____
Granelli, Richard	Painter	Trades Shop	Day	_____
Sieira, Antonio	Painter Foreman	Trades Shop	Day	_____
Connors, James	Plumber	Trades Shop	Day	_____
Mailhot, Robert	Plumber	Trades Shop	Day	_____
Valenzano, Frank	Plumber	Trades Shop	Day	_____
Campbell, John	Plumbing Foreman	Trades Shop	Day	_____

- Beck, Todd Lead Custodian Stark Night
- Franco, Paul Custodian Stark Day
- Harrell, Michael Custodian Stark Night
- Perretta, Thomas Head Custodian I Stark Day
- Singer, Joseph Lead Custodian Stark Night

Todd Beck

- Calorossi, John Head Custodian I Stillmeadow Day
- Smith, Thomas Custodian Stillmeadow Day
- Vasquez, Jamie Lead Custodian Stillmeadow Night
- Williams, Bruce Custodian Stillmeadow Night

Jamie Vasquez
Bruce Williams

- Ayars, Mark Custodian Toquam Night
- Borsey, David Head Custodian I Toquam Day
- Giannotto, Louis Custodian Toquam Day
- Hurdle, Michael Lead Custodian Toquam Night
- McDermott, Charles Custodian Toquam Night

Mark Ayars
Michael Hurdle

- + Centile, Michael Custodian Turn of River Night
- Giannitti, Ted Custodian Turn of River Night
- Kulis, Kenneth Head Custodian I Turn of River Day
- Librandi, Michael Custodian Turn of River Day
- Racaniello, Ronnie Lead Custodian Turn of River Night
- Wilson, Jeffrey Custodian Turn of River Day

- Bartlett, Derrick Custodian Westhill Night
- Buccino, Carlo Head Custodian II Westhill Day
- Byxbee, Brendan Custodian Westhill Night
- Catchings, Revie Custodian Westhill Day
- Elbert, Scott Custodian Westhill Night
- Kadeg, David Head Custodian II Westhill Day
- Mammone, Michael Pool Attendant Westhill Night
- McKeithen, Alvin Custodian Westhill Day
- Mignogno, Vincent Custodian Westhill Night
- Molgano, Jeffrey Custodian Westhill Night
- Morgan, Robert Lead Custodian Westhill Night
- Plateroti, Dominick Head Custodian I Westhill Day
- Ponce, Ruben Custodian Westhill Night
- Vitti, Christopher Custodian Westhill Day

Derrick Bartlett

Brendan Byxbee

- Barroso, Norberto Custodian Westover Night
- Bernardo, George Custodian Westover Day
- Carpanzano, Michael Lead Custodian Westover Night
- Vivona, Matthew Head Custodian I Westover Day

Paul Barroso

Bottoni, Domenico	Head Custodian II	Rippowam	Day
Garrett, Robert	Custodian	Rippowam	Day
● Ginolfi, Dan	Custodian	Rippowam	Night
Hoegemann, Kirk	Head Custodian I	Rippowam	Day
McCord, James	Custodian	Rippowam	Swing
McGregor, Eric	Custodian	Rippowam	Day
Perillo, Alfred	Lead Custodian	Rippowam	Night
Powell, Quincy	Custodian	Rippowam	Night
● Ramirez, Pedro	Custodian	Rippowam	Night
Sullaway, Kenneth	Custodian	Rippowam	Day
Houser, Kevin	Custodian	Rogers	Night
Malcolm, Robert	Head Custodian I	Rogers	Day
Mazur, Anthony	Lead Custodian	Rogers	Night
Vitti, Richard	Custodian	Rogers	Day
Elliott, Robert	Custodian	Roxbury	Swing
Magnoli, Michael	Lead Custodian	Roxbury	Night
▼ Morissette, Yvon	Custodian	Roxbury	Night
Sauer, Paul	Head Custodian I	Roxbury	Day
Tiriolo, Michael	Custodian	Roxbury	Day
Alexander, Donald	Custodian	Scofield	Day
Booker, Dante	Custodian	Scofield	Night
● Dupree, Anthony	Custodian	Scofield	Night
Leduc, Mike	Head Custodian I	Scofield	Day
Cherry, Ronnie	Custodian	Springdale	Day
● Gil, Manuel	Custodian	Springdale	Night
Smith, Timothy	Head Custodian I	Springdale	Day
Troy, Thomas	Lead Custodian	Springdale	Night
Darling, Anthony	Custodian	Stamford High	Day
● Fornaciari, Stephen	Custodian	Stamford High	Night
● Frederick, Andrea	Custodian	Stamford High	Night
Harrold, George	Custodian	Stamford High	Day
McIntosh, Thomas	Head Custodian II	Stamford High	Day
Patafio, Gaetano	Custodian	Stamford High	Day
Price, Steven	Custodian	Stamford High	Day
Raiante, Carmine	Custodian	Stamford High	Day
Retome, Candido	Head Custodian I	Stamford High	Day
Velez, Jose	Custodian	Stamford High	Day
Williams, Todd	Lead Custodian	Stamford High	Night
Wilson, Tyron	Custodian	Stamford High	Night

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YVON MORISSETTE

[Handwritten signature]

Manuel Gil



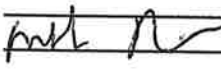
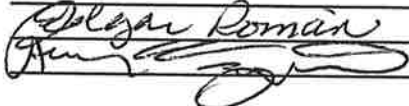



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Todd Williams

72

APB STOP
SEPTEMBER 2

9/21

Names	Title	Location	Shift	Signature
Brown, Richard	Custodian	AITE	Day	
McIntosh, Saville	Custodian	AITE	Night	
Richardson, Leon	Lead Custodian	AITE	Night	
Yoranidis, Gus	Head Custodian I	AITE	Day	
● Coleman, Derrick	Custodian	Cloonan	Night	
Greco, Daniel	Custodian	Cloonan	Day	
Hoyt, Allan	Head Custodian I	Cloonan	Day	
Kleemichien, Gary	Custodian	Cloonan	Day	
● Maldonado, Jose	Custodian	Cloonan	Night	
Piorkowski, James	Custodian	Cloonan	Day	
Salvatore, Mario	Lead Custodian	Cloonan	Night	
Arrico, James	Lead Custodian	Davenport	Night	
Farina, Michael	Custodian	Davenport	Day	
Kelley, Terrence	Head Custodian I	Davenport	Day	
Lara, Mario	Custodian	Davenport	Night	
Darling, John	Custodian	Dolan	Swing	
● Davis, Michael	Custodian	Dolan	Night	
Johnstone, Scott	Head Custodian I	Dolan	Day	
Kulis, Richard	Custodian	Dolan	Day	
● Roman, Edgar	Custodian	Dolan	Night	
● Zaccagnino, Richard	Lead Custodian	Dolan	Night	
Vacant	Custodian	Hart	Day	
Gu, Chenguang	Custodian	Hart	Night	
Ponce, Victor	Head Custodian I	Hart	Day	
● Sangermano, Gerarc	Lead Custodian	Hart	Night	
Kopec, David	Custodian	K.T. Murphy	Night	
Norman, Leonard	Head Custodian I	K.T. Murphy	Day	
Richichi, Anthony	Custodian	K.T. Murphy	Day	
Walsky, Reid	Lead Custodian	K.T. Murphy	Night	
Bogacki, Paul	Custodian	New School	Swing	
Defelice, Anthony	Lead Custodian	New School	Night	
Lowman, Richard	Head Custodian I	New School	Day	
Carbino, Roy	Head Custodian I	Newfield	Day	
Schell, Paul	Lead Custodian	Newfield	Night	
● Sullivan, Eugene	Custodian	Newfield	Night	
Terrones, Edgar	Custodian	Newfield	Day	
Fox, Mark	Head Custodian I	Northeast	Day	
McIntosh, Jesse	Custodian	Northeast	Day	
Nelson, Lynton	Lead Custodian	Northeast	Night	
Ross, Gary	Custodian	Northeast	Night	
Taylor, Sean	Custodian	Northeast	Night	

Please print clearly:

June 20th

First Name	Last Name	School
✓ KIRK	Hoegemann	Rippowam
✓ DOMENIC	BOTTONI	RIPPOWAM
✓ RAY	MURRAY	CARPENTER
✓ Jerry	Arnette	HVAC
✓ David	Sawicki	HVAC
✓ STEVEN	ARVAN	CARPENTER
✓ Jeff	YANCO	H.V.A.C
✓ Ruben	Lara	Carpenter
✓ Robert	Fortin	Paint Shop
✓ Antonio	Sieira	Paint Shop
✓ Philip	CORNELIO	CARPENTER
✓ James	Andrasi	HVAC

APPENDIX 1

RSCA ASBESTOS CONTAINING MATERIALS IN SCHOOLS REGULATIONS

Regulations of Connecticut State Agencies

TITLE 19a. Public Health and Well-Being

Agency

Department of Health Services

Subject

Asbestos-Containing Materials in Schools

Inclusive Sections

§§ 19a-333-1—19a-333-13

CONTENTS

Sec. 19a-333-1.	Definitions, as used in sections 19a-333-1 through 19a-333-13
Sec. 19a-333-2.	General local education agency responsibilities
Sec. 19a-333-3.	Inspection and reinspections
Sec. 19a-333-4.	Sampling
Sec. 19a-333-5.	Analysis
Sec. 19a-333-6.	Assessment
Sec. 19a-333-7.	Response action
Sec. 19a-333-8.	Operations and maintenance (O & M)
Sec. 19a-333-9.	Training and periodic surveillance
Sec. 19a-333-10.	Management plans
Sec. 19a-333-11.	Recordkeeping
Sec. 19a-333-12.	Warning labels
Sec. 19a-333-13.	Exclusions

Asbestos-Containing Materials in Schools

Sec. 19a-333-1. Definitions, as used in sections 19a-333-1 through 19a-333-13

(a) “Act” means the federal Toxic Substances Control Act (TSCA), 15 U.S.C. sections 2601 et seq. as amended;

(b) “Accessible” when referring to ACM, means that the material is subject to disturbance by school building occupants or custodial or maintenance personnel in the course of their activities;

(c) “Accredited” or “accreditation” when referring to a person or laboratory, means that such person or laboratory is accredited in accordance with section 206 of Title II of the Act and with the requirements established by sections 19a-332-17 through 19a-332-23 of the regulations of Connecticut State Agencies as amended;

(d) “Air erosion” means the passage of air over friable ACBM which may result in the release of asbestos fibers;

(e) “Approved Training Provider” means any individual or entity which satisfactorily demonstrates through application and submission of course agenda, faculty resumes, training manuals, examination materials, and equipment inventory that it meets the requirements established by section 19a-332-17 through section 19a-332-23 of the regulations of Connecticut State Agencies as amended;

(f) “Asbestos” means the asbestiform varieties of: chrysotile (serpentine), crocidolite (riebeckite), amosite (cumingtonitegrunerite), anthophyllite, tremolite, and actinolite;

(g) “Asbestos-containing material” (ACM) when referring to school buildings, means any material or product which contains more than 1 percent asbestos by weight either alone or mixed with other fibrous or nonfibrous material;

(h) “Asbestos-containing building material” (ACBM) means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building;

(i) “Asbestos contractor” means any accredited person or entity engaged in asbestos abatement whose employees actually perform the asbestos abatement work;

(j) “Asbestos debris” means pieces of ACBM that can be identified by color, texture, or composition, including dust if the dust is determined by an accredited inspector to be ACM;

(k) “Asbestos inspector” means any accredited person who identifies, assesses the condition of, or collects bulk samples of suspected ACM;

(l) “Asbestos management planner” means a person who is accredited to assess the health hazard posed by the asbestos-containing material, determines the appropriate response action, and develops a schedule for implementing response actions in schools;

(m) “Asbestos project designer” means any accredited person who determines how asbestos abatement work should be conducted and who prepares, for purposes of an abatement project, plans, designs, procedures, workscope or other substantive directions or criteria;

(n) “Assessment” when used in reference to ACBM in a school building, means any evaluation of ACBM, or suspected ACBM, which leads to a determination of the need for

Regulations of Connecticut State Agencies

TITLE 19a. Public Health and Well-Being

§19a-333-1

Department of Health Services

response action;

(o) “Commissioner” means the Commissioner of Health Services or his/her authorized agent;

(p) “Damaged friable miscellaneous ACM” means friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is diminished or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is diminished or which, for any other reason, lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM from the substrate; significant or repeated water stains, scrapes, gouges, marks, asbestos debris originating from the ACBM in question, or other signs of physical injury on the ACM;

(q) “Damaged friable surfacing ACM” means friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is diminished or which has delaminated such that its bond to the substrate (adhesion) is diminished or which, for any other reason, lacks fiber cohesion or adhesion qualities as illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, marks, asbestos debris originating from the ACBM in question, or other signs of physical injury on the ACM;

(r) “Damaged or significantly damaged thermal system insulation ACM” means thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or in part, is crushed, waterstained, gouged, punctured, missing, or not intact such that it is not able to contain fibers, as may be further illustrated by occasional punctures, gouges, or other signs of physical injury to ACM; occasional water damage on the protective coverings/jackets; or exposed ACM ends or joints, or asbestos debris originating from the ACBM in question;

(s) “Department” means the Connecticut Department of Health Services;

(t) “Encapsulation” means the treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant);

(u) “Enclosure” means an airtight, impermeable, permanent barrier around ACBM to prevent the release of asbestos fibers into the air;

(v) “EPA” means the United States Environmental Protection Agency;

(w) “Fiber release episode” means any uncontrolled or unintentional disturbance of ACM resulting in visible emission;

(x) “Friable” means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after it becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder

Regulations of Connecticut State Agencies

TITLE 19a. Public Health and Well-Being

Department of Health Services

§19a-333-1

by hand pressure;

(y) “Functional space” means a room, group of rooms, or areas of similar usage (including crawl spaces or the space between a dropped ceiling of the floor of roof deck above), such as classroom(s), a cafeteria, gymnasium, hallway(s), designated by a person accredited to prepare management plans, design abatement projects, or conduct response actions;

(z) “High-efficiency particulate air” (HEPA) means a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 micrometer in diameter or larger;

(aa) “Homogeneous area” means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture;

(bb) “Local education agency” means:

(1) any local educational agency as defined in Section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. section 3381) as amended; or

(2) the owner of any nonpublic, nonprofit elementary, or secondary school building; or

(3) the governing authority of any school operated under the defense dependents education system provided for under the Defense Dependents’ Education Act of 1978 (20 U.S.C. sections 921, et seq.) as amended;

(cc) “Miscellaneous ACM” means miscellaneous material that is ACM in a school building;

(dd) “Miscellaneous material” means interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation;

(ee) “Moveable object” means a piece of equipment, a fixture or furniture in the work area which can be readily removed from the work area;

(ff) “Nonfriable” means material in a school building which when dry may not be crumbled, pulverized, or reduced to powder by hand pressure;

(gg) “Operations and maintenance program” (O & M) means a program of work practices to maintain friable ACBM in good condition, ensure cleanup of asbestos fibers previously released, and prevent further release by minimizing and controlling friable ACBM disturbance or damage;

(hh) “OSHA” means the Occupational Health and Safety Administration of the United States Department of Labor;

(ii) “Potential damage” means circumstances in which:

(1) friable ACBM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities, and

(2) there are indications that the material or its covering will become damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage;

(jj) “Potential significant damage” means circumstances in which:

(1) friable ACBM is in an area regularly used by building occupants, including

Regulations of Connecticut State Agencies

TITLE 19a. Public Health and Well-Being

§19a-333-1

Department of Health Services

maintenance personnel, in the course of their normal activities, and

(2) there are indications that the material or its covering will become significantly damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage or the material is subject to major or continuing disturbance, due to factors including, but not limited to, accessibility or, under certain circumstances, vibration or air erosions;

(kk) “Preventive measures” means actions taken to reduce disturbance of ACBM or otherwise eliminate the reasonable likelihood of the materials becoming damaged or significantly damaged;

(ll) “Removal” means the taking out or the stripping of substantially all ACBM from a damaged area, a functional space, or a homogeneous area in a school building;

(mm) “Repair” means restoration of damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release, including but not limited to the sealing, patching, enclosing or encapsulating of damaged asbestos-containing material to prevent fiber release;

(nn) “Response action” means a method, including removal, encapsulation, enclosure, repair, operations and maintenance, that protects human health and the environment from friable ACBM;

(oo) “Routine maintenance area” means an area, such as a boiler room or mechanical room, that is not normally frequented by students and in which maintenance employees or contract workers regularly conduct maintenance activities;

(pp) “Sampling area” means any area, within a school building which contains friable material that is homogeneous in texture and appearance;

(qq) “School” means any elementary or secondary school as defined in Section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. section 2854) as amended;

(rr) “School building” means:

(1) any structure suitable for use as a classroom, including a school facility such as a laboratory, library, school eating facility, or facility used for the preparation of food;

(2) any gymnasium or other facility which is specially designed for athletic or recreational activities for an academic course in physical education;

(3) any other facility used for the instruction or housing of students or for the administration of educational or research programs;

(4) any maintenance, storage, or utility facility, including any hallway, essential to the operation of any facility described in this definition of “school building” under paragraphs (1), (2), or (3);

(5) any portico or covered exterior hallway or walkway, or

(6) any exterior portion of a mechanical system used to condition interior space;

(ss) “Significantly damaged friable miscellaneous ACM” means damaged friable surfacing ACM in a functional space where the damage is extensive and severe;

(tt) “State” means the State of Connecticut;

(uu) “Surfacing ACM” means surfacing material that is ACM;

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(vv) “Surfacing material” means material in a school building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes;

(ww) “Suspect ACBM” means building material including thermal system insulation, surfacing material or miscellaneous material that is found in or on interior structural members or other parts of a school building and is determined or assumed by an accredited inspector to be ACM;

(xx) “Thermal system insulation” means material in a school building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes;

(yy) “Thermal system insulation ACM” means thermal system insulation that is ACM;

(zz) “Vibration” means the periodic motion of friable ACBM which may result in the release of asbestos fibers.

(Effective December 1, 1992)

Sec. 19a-333-2. General local education agency responsibilities

Each local education agency shall:

(a) ensure that the activities of any persons who perform inspections, reinspections, and periodic surveillance, develop and update management plans, and develop and implement response actions, including operations and maintenance, are carried out in accordance with the requirements of sections 19a-333-1 through 19a-333-13 of the regulations of Connecticut State Agencies;

(b) ensure that all custodial and maintenance employees are properly trained as required by sections 19a-333-1 through 19a-333-13 of the regulations of Connecticut State Agencies and other applicable federal and/or state regulations (e.g., the OSHA asbestos standard for construction or applicable state regulations);

(c) ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post-response action activities, including periodic reinspections and surveillance activities that are planned or in progress;

(d) ensure that short-term workers (e.g., telephone repair workers, utility workers, or exterminators) who may come in contact with asbestos in a school are provided information regarding the locations of ACBM and suspected ACBM assumed to be ACM;

(e) ensure that warning labels are posted in accordance with section 19a-333-12 of the regulations of Connecticut State Agencies;

(f) ensure that management plans are available for inspection and notification of such availability has been provided as specified in the management plan under subsection (f) of section 19a-333-10 of the regulations of Connecticut State Agencies;

(g) designate a person to ensure that requirements under this section are properly implemented;

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(h) ensure that the training of the person designated under subsection (g) of this section provides a basic knowledge of:

- (1) health effects of asbestos,
- (2) detection, identification, and assessment of ACM,
- (3) options for controlling ACBM,
- (4) asbestos management programs, and
- (5) relevant federal and state regulations concerning asbestos, including but not necessarily limited to those in sections 19a-333-1 through 19a-333-13 of the regulations of Connecticut State Agencies and those of the following federal agencies;

(A) Occupational Safety and Health Administration, (B) Department of Labor, (C) Department of Transportation and (D) Environmental Protection Agency;

(i) avoid any conflict of interest in the selection of accredited personnel to perform activities under sections 19a-333-1 through 19a-333-13 of the regulations of Connecticut State Agencies.

(Effective December 1, 1992)

Sec. 19a-333-3. Inspection and reinspections

(a) Inspection

(1) All local education agencies are required to inspect each school building that they lease, own or otherwise use as a school building to identify all locations of friable and nonfriable ACBM except for those buildings which have been inspected as required by the Act and for which documentation of said inspection was filed with the State as required by the Act. The inspection shall be conducted as described under subdivisions (2) and (3) of this subsection prior to use as a school building.

(2) Each inspection shall be made by an accredited inspector.

(3) For each area of a school building, except as excluded under section 19a-333-13 of the regulations of Connecticut State Agencies, each person performing an inspection shall:

- (A) visually inspect the area to identify the locations of all suspected ACBM;
- (B) touch all suspected ACBM to determine whether it is friable;
- (C) identify all homogeneous areas of friable suspected ACBM and all homogeneous areas of nonfriable suspected ACBM;

(D) for each identified homogeneous area that is not assumed to be ACM, collect and submit for analysis bulk samples under sections 19a-333-4 and 19a-333-5 of the regulations of Connecticut State Agencies;

(E) assess, under section 19a-333-6 of the regulations of Connecticut State Agencies, friable material in areas where samples are collected, friable material in areas that are assumed to be ACBM, and friable ACBM identified during a previous inspection;

(F) record the following and submit to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies, a copy of such record for inclusion in the management plan within thirty (30) days of the inspection:

- (i) an inspection report with the date of the inspection signed by each accredited person

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making the inspection, state of accreditation, and if applicable his or her accreditation number;

(ii) an inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected, dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where nonfriable suspected ACBM is assumed to be ACM;

(iii) a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, state of accreditation, and, if applicable, his or her accreditation number;

(iv) a list of whether the homogeneous areas identified under this subparagraph are surfacing material, thermal system insulation, or miscellaneous material;

(v) assessments made of friable material, the name and signature of each accredited inspector making the assessment, state of accreditation, and if applicable, his or her accreditation number.

(b) Reinspection

(1) At least once every three (3) years after a management plan is implemented, each local education agency shall conduct a reinspection of all friable and nonfriable known or assumed ACBM and any not previously identified suspect ACBM, regardless of whether or not these areas were included in the original inspection and management plan, in each school building that they lease, own, or otherwise use as a school building. Each local education agency shall submit to the Department within thirty (30) days of the reinspection, documentation that a reinspection has been performed. This documentation shall be submitted on a form prescribed by the Commissioner.

(2) Each inspection shall be made by an accredited inspector.

(3) For each area of a school building, each person performing a reinspection shall:

(A) visually reinspect, and reassess, under section 19a-333-6 of the regulations of Connecticut State Agencies, the condition of all friable known or assumed ACBM;

(B) visually inspect material that was previously considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection or reinspection;

(C) visually inspect and assess under section 19a-333-6 of the regulations of Connecticut State Agencies, materials such as, but not restricted to, ceiling tile, wallboard, plaster walls, linoleum, fire doors, duct insulation and vibration dampening cloth, which are considered suspect ACBM;

(D) identify any homogeneous areas with material that has become friable since the last inspection or reinspection;

(E) for each homogeneous area of newly friable material that is already assumed to be ACBM, collect and submit bulk samples for analysis in accordance with sections 19a-333-4 and 19a-333-5 of the regulations of Connecticut State Agencies;

(F) assess, under section 19a-333-6 of the regulations of Connecticut State Agencies, the condition of the newly friable material in areas where samples are collected, and newly

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friable materials in areas that are assumed to be ACBM;

(G) reassess, under section 19a-333-6 of the regulations of Connecticut State Agencies, the condition of friable known or assumed ACBM previously identified;

(H) record the following and submit to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies a copy of such record for inclusion in the management plan within thirty (30) days of the reinspection:

(i) the date of the reinspection, the name and signature of the person making the reinspection, state of accreditation, and if applicable, his or her accreditation number, and any changes in the condition of known or assumed ACBM;

(ii) the exact locations where samples are collected during the reinspection, a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, state of accreditation, and, if applicable, his or her accreditation number;

(iii) any assessments or reassessments made of friable material, the name and signature of the accredited inspector making the assessments, state of accreditation, and if applicable, his or her accreditation number.

(c) **General.** Thermal system insulation that has retained its structural integrity and that has an undamaged protective jacket or wrap that prevents fiber release shall be treated as nonfriable and therefore is subject only to periodic surveillance and preventive measures as necessary.

(Effective December 1, 1992)

Sec. 19a-333-4. Sampling

(a) **Surfacing material.** An accredited inspector shall collect bulk samples of surfacing material, in a statistically random manner which is representative of the homogeneous area of friable surfacing material that is not assumed to be ACM, and shall collect such samples as follows:

(1) at least three (3) bulk samples from each homogeneous area that is one-thousand (1,000) square feet or less, except as provided in subsection (d) of section 19a-333-5 of the regulations of Connecticut State Agencies;

(2) at least five (5) bulk samples shall be collected from each homogeneous area that is greater than one-thousand (1,000) square feet but less than or equal to five-thousand (5,000) square feet, except as provided in subsection (d) of section 19a-333-5 of the regulations of Connecticut State Agencies;

(3) at least seven (7) bulk samples shall be collected from each homogeneous area that is greater than five-thousand (5,000) square feet, except as provided in subsection (d) of section 19a-333-5 of the regulations of Connecticut State Agencies.

(b) **Thermal system insulation**

(1) Except as provided in subdivisions (2) through (4) of this subsection and subsection (c) of section 19a-333-5 of the regulations of Connecticut State Agencies, an accredited inspector shall collect, in a randomly distributed manner, at least three (3) bulk samples

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from each homogeneous area of thermal system insulation that is not assumed to be ACM.

(2) An accredited inspector shall collect at least one (1) bulk sample from each homogeneous area of patched thermal system insulation that is not assumed to be ACM if the patched section is less than six (6) linear or square feet.

(3) In a manner sufficient to determine whether the material is ACM or not ACM, an accredited inspector shall collect bulk samples from each insulated mechanical system that is not assumed to be ACM where cement or plaster is used on fittings such as tees, elbows, or valves, except as provided under subsection (d) of section 19a-333-5 of the regulations of Connecticut State Agencies.

(4) Bulk samples are not required to be collected from any homogeneous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACBM.

(c) **Miscellaneous material.** In a manner sufficient to determine whether material is ACM or not ACM, an accredited inspector shall collect bulk samples from each homogeneous area of friable miscellaneous material that is not assumed to be ACM.

(d) **Nonfriable suspected ACBM.** If any homogeneous area of nonfriable suspected ACBM is not assumed to be ACM, then an accredited inspector shall collect, in a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from the homogeneous area of nonfriable suspected ACBM that is not assumed to be ACM.

(Effective December 1, 1992)

Sec. 19a-333-5. Analysis

(a) Local education agencies shall have bulk samples, collected under section 19a-333-4 of the regulations of Connecticut State Agencies and submitted for analysis, analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology or an equivalent laboratory accreditation as approved by the EPA.

(b) Bulk samples shall not be composited for analysis and shall be analyzed for asbestos content by polarized light microscopy (PLM) , using the “Interim Method for the Determination of Asbestos in Bulk Insulation Samples” found at Appendix A to Subpart F in 40 CFR Part 763 as amended, or the current EPA method for the analysis of asbestos in building materials by polarized light microscopy.

(c) A homogeneous area is considered not to contain ACM only if the results of all samples required to be collected from the area show asbestos in amounts of one percent (1%) or less.

(d) A homogeneous area shall be determined to contain ACM based on a finding that the results of at least one (1) sample collected from the area shows that asbestos is present in an amount greater than one percent (1%).

(e) The name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies

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for inclusion into the management plan within thirty (30) days of the analysis.

(Effective December 1, 1992)

Sec. 19a-333-6. Assessment

(a) For each inspection and reinspection under subsections (a) and (c) of section 19a-333-3 of the regulations of Connecticut State Agencies and previous inspections specified under section 19a-333-13 of the regulations of Connecticut State Agencies, the local education agency shall have an accredited inspector provide a written assessment of all friable known or assumed ACBM in the school building.

(b) Each accredited inspector providing a written assessment shall sign and date the assessment, provide his or her state of accreditation, and if applicable, accreditation number, and submit a copy of the assessment to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies for inclusion in the management plan within thirty (30) days of the assessment.

(c) The accredited inspector shall classify and give reasons in the written assessment for classifying the ACBM and suspected ACBM assumed to be ACM in the school building into one of the following categories:

- (1) damaged or significantly damaged thermal system ACM,
- (2) damaged friable surfacing ACM,
- (3) significantly damaged friable surfacing ACM,
- (4) damaged or significantly damaged friable miscellaneous ACM,
- (5) ACBM with potential for damage,
- (6) ACBM with potential for significant damage,
- (7) any remaining friable ACBM or friable suspected ACBM.

(d) Assessment shall include the following considerations:

(1) location and the amount of the material, both in total quantity and as a percentage of the functional space;

(2) condition of the material, specifying:

(A) type of damage or significant damage (e.g., flaking, blistering, water damage, or other signs of physical damage);

(B) severity of damage (e.g., major flaking, severely torn jackets, as opposed to occasional flaking, minor tears to jackets) and

(C) extent or spread of damage over large areas or large percentages of the homogeneous area;

(3) whether the material is accessible;

(4) the material's potential for disturbance;

(5) known or suspected causes of damage or significant damage (e.g., air erosion, vandalism, vibration, water) and

(6) preventive measures which might eliminate the reasonable likelihood of undamaged ACM from becoming damaged or significantly damaged.

(e) The local education agency shall select a person accredited to develop management

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plans to review the results of each inspection, reinspection, and assessment for the school building and to conduct any other necessary activities in order to recommend in writing to the local education agency appropriate response actions. The accredited person shall sign and date the recommendation, provide his or her state of accreditation, and, if applicable, provide his or her accreditation number, and submit a copy of the recommendation to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies for inclusion in the management plan.

(Effective December 1, 1992)

Sec. 19a-333-7. Response action

(a) The local education agency shall select and implement in a timely manner the appropriate response actions in this section consistent with the assessment conducted in section 19a-333-6 of the regulations of Connecticut State Agencies. The response actions selected shall be sufficient to protect human health and the environment. The local education agency may then select, from the response actions which protect human health and the environment, that action which is the least burdensome. For purposes of determining which of these response actions is the least burdensome, the local education agency may consider local circumstances, including occupancy and use patterns within the school building, and its economic concerns, including short-term and long-term costs. The response action shall at a minimum meet the requirements as set forth in subsections (a) through (h) of this section. No asbestos abatement shall be performed in a school building while school is in session without the prior written approval of the Department.

(b) If damaged or significantly damaged thermal system insulation ACM is present in a building, the local education agency shall:

- (1) repair the damaged area; or
- (2) remove the damaged material if it is not feasible, due to technological factors, to repair the damage; and
- (3) maintain all thermal system insulation ACM and its covering in an intact state and undamaged condition.

(c) If damaged friable surfacing ACM or damaged friable miscellaneous ACM is present in a building, the local education agency shall select the response actions that best protects human health and the environment from among the following:

- (1) encapsulation
- (2) enclosure,
- (3) removal or
- (4) repair.

(d) If significantly damaged friable surfacing ACM or significantly damaged friable miscellaneous ACM is present in a building the local education agency shall:

- (1) immediately isolate the functional space and restrict access unless the accredited management planner determines that isolation is not necessary to protect human health and the environment;

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(2) remove the material in the functional space or, depending upon whether the accredited management planner determines that enclosure or encapsulation would be sufficient to protect human health and the environment, enclose or encapsulate.

(e) If any friable surfacing ACM, thermal system ACM, or friable miscellaneous ACM that has potential for damage is present in a building, the local education agency shall at least implement an O & M program, as described under section 19a-333-8 of the regulations of Connecticut State Agencies.

(f) If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for significant damage is present in a building, the local education agency shall:

(1) implement an O & M program as described under section 19a-333-8 of the regulations of Connecticut State Agencies, and

(2) immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment, and

(3) institute preventive measures appropriate to eliminate the reasonable likelihood that the ACM or its covering will become significantly damaged, deteriorated, or delaminated, and

(4) remove the material as soon as possible if appropriate preventive measures cannot be effectively implemented.

(g) Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions.

(h) Completion of response actions

(1) At the conclusion of any action to remove, encapsulate, or enclose ACBM or material assumed to be ACBM, an accredited person designated by the local education agency shall visually inspect each functional space where such action was conducted to determine whether the action has been properly completed.

(2) An accredited person designated by the local education agency shall collect air samples using aggressive sampling as described in Appendix A to 40 CFR Part 763 Subpart E, as amended, to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are spot repairs as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies.

(3) Local education agencies shall have air samples collected under this section analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or, under circumstances permitted in this section, laboratories enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM).

(4) Except as provided in subdivisions (5) and (6) of this subsection, an action to remove, encapsulate, or enclose ACBM shall be considered complete when the average concentration of asbestos of five (5) air samples collected within the affected functional space and

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analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A from the average asbestos concentration of five (5) air samples collected at the same time outside the affected functional space and analyzed in the same manner, and the average asbestos concentration of the three (3) field blanks described in Appendix A is below the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm).

(5) An action shall also be considered complete if the volume of air drawn for each of the five (5) samples collected within the affected functional space is equal to or greater than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or equal to or greater than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter, and the average concentration of asbestos as analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, for the five (5) air samples does not exceed the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm). If the average concentration of asbestos of the five (5) air samples within the affected functional space exceeds seventy structures per square millimeter (70 s/sq mm), or if the volume of air in each of the samples is less than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or less than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter the action shall be considered complete only when the requirements of subdivision (4) or (6) of this subsection are met.

(6) At any time, a local education agency may analyze air monitoring samples collected for clearance purposes by phase contrast microscopy (PCM) to confirm completion of removal, encapsulation, or enclosure of ACBM that is greater than a spot repair as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies, and less than or equal to one hundred and sixty (160) square feet or two hundred and sixty (260) linear feet. The action shall be considered complete when the results of samples collected in the affected functional space and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety & Health (NIOSH) Method 7400 as amended in the Federal Register, show that the concentration of fibers for each of the five (5) samples is less than or equal to a limit of quantitation for PCM - 0.01 fibers per cubic centimeter (0.01 f/cc) of air.

(7) To determine the amount of ACBM affected under subdivision (6) of this subsection, the local education agency shall add the total square or linear footage of ACBM within the containment barriers used to isolate the functional space for the action to remove, encapsulate, or enclose the ACBM. Contiguous portions of material subject to such action conducted concurrently or at approximately the same time within the same school building shall not be separated to qualify under subdivision (6) of this subsection.

(i) The requirements of this section in no way supersede the worker protection and work

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practice requirements under any applicable state regulations.

(Effective December 1, 1992)

Sec. 19a-333-8. Operations and maintenance (O & M)

(a) **Applicability.** The local education agency shall implement an O & M program under this section whenever any friable ACBM is present or assumed to be present in a building that it leases, owns, or otherwise uses as a school building. Any material identified as nonfriable ACBM or nonfriable assumed ACBM must be treated as friable ACBM for purposes of this section when the material is about to become friable as a result of activities performed in the school building.

(b) **Cleaning**

(1) Initial cleaning. Unless the building has been cleaned using equivalent methods within the previous six (6) months, all areas of a school building where friable ACBM, damaged or significantly damaged thermal system insulation ACM, or friable suspected ACBM assumed to be ACM are present shall be cleaned at least once after the completion of the required initial inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies and before the initiation of any response action, other than O & M activities or repair, according to the following procedures:

- (A) HEPA-vacuum or steam-clean all carpets, and
- (B) HEPA-vacuum or wet-clean all other floors and all other horizontal surfaces, and
- (C) Dispose of all debris, filters, mopheads, and cloths in sealed, leak-tight containers.

(2) Additional cleaning. The accredited management planner shall make a written recommendation to the local education agency whether additional cleaning is needed, and if so, the methods and frequency of such cleaning.

(c) **Operations and maintenance activities.** The local education agency shall ensure that the procedures described below to protect building occupants shall be followed for any operations and maintenance activities disturbing friable ACBM.

(1) Restrict entry into the area by persons other than those necessary to perform the maintenance project, either by physically isolating the area or by scheduling.

(2) Post signs to prevent entry by unauthorized persons.

(3) Shut off or temporarily modify the air-handling system and restrict other sources of air movement.

(4) Use work practices or other controls, such as: wet methods, protective clothing, HEPA-vacuums, mini-enclosures or glove bags, as necessary to inhibit the spread of any released fibers.

(5) Clean all fixtures or other components in the immediate work area.

(6) Place the asbestos debris and other cleaning materials in a sealed, leak-tight container.

(d) **Maintenance activities other than spot repairs.** The response action for any maintenance activities disturbing friable ACBM, other than spot repairs, shall be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

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(e) Fiber release episodes

(1) Minor fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a minor fiber release episode (i.e., the falling or dislodging of three (3) square or linear feet or less of friable ACBM).

(A) Thoroughly saturate the debris using wet methods.

(B) Clean the area, as described in subsection (d) of this section.

(C) Place the asbestos debris in a sealed, leak-tight container.

(D) Repair the area of damaged ACM with materials such as; asbestos-free spackling, plaster, cement, or insulation; or seal with latex paint or an encapsulant; or immediately have the appropriate response action implemented as required by section 19a-333-7 of the regulations of Connecticut State Agencies.

(2) Major fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a major fiber release episode (i.e., the falling or dislodging of more than three (3) square or linear feet of friable ACBM).

(A) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.

(B) Shut off or temporarily modify the air-handling system to prevent the distribution of fibers to other areas in the building.

(C) The response action for any major fiber release episode must be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

(D) The local education agency shall notify the Department of any major fiber release episode within twenty-four (24) hours of its occurrence and, if necessary provide written notification as required by applicable federal and/or state regulations.

(Effective December 1, 1992)

Sec. 19a-333-9. Training and periodic surveillance

(a) Training

(1) The local education agency shall ensure, prior to the implementation of the O & M provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains ACBM receive awareness training of at least two (2) hours, whether or not they are required to work with ACBM. New custodial and maintenance employees shall be trained within sixty (60) days after commencement of employment. Training shall include, but not be limited to:

(A) information regarding asbestos and its various uses and forms,

(B) information on the health effects associated with asbestos exposure,

(C) locations of ACBM identified throughout each school building in which they work,

(D) recognition of damage, deterioration, and delamination of ACBM,

(E) name and telephone number of the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut

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(2) The local education agency shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM shall receive training described in subdivision (1) of this subsection and fourteen (14) hours of additional training. Additional training shall include, but not be limited to:

(A) descriptions of the proper methods of handling ACBM;

(B) information on the use of respiratory protection as contained in the EPA/NIOSH Guide to Respiratory Protection for the Asbestos Abatement Industry, September 1986 (EPA 560/OPTS-86-001), as amended, and other personal protection measures;

(C) the provisions of: this section and section 19a-333-8 of the regulations of Connecticut State Agencies, Appendices A, B, C, D to Subpart E of 40 CFR Part 763, EPA regulations contained in 40 CFR Part 763, Subpart G, and in 40 CFR Part 61, Subpart M, and OSHA regulations contained in 29 CFR 1926.58, as respectively amended; and

(D) hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

(3) Local education agency maintenance and custodial staff who have attended a training program accredited under the EPA Model Accreditation Plan which includes as a minimum all of the training requirements listed in this section, shall be considered trained for the purposes of the section.

(b) Periodic surveillance

(1) At least once every six (6) months after a management plan is in effect, each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACBM or is assumed to contain ACBM. The reinspection required every three (3) years under subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies will satisfy the six (6) month periodic surveillance requirement if the reinspection coincides with the date of the six (6) month surveillance inspection.

(2) Each person performing periodic surveillance shall:

(A) Visually inspect all areas that are identified in the management plan as ACBM or assumed ACBM;

(B) record the date of the surveillance, his or her name, and any changes in the condition of the materials; and

(C) submit to the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut State Agencies a copy of such record for inclusion in the management plan.

(Effective December 1, 1992)

Sec. 19a-333-10. Management plans

(a) Each local education agency shall develop an asbestos management plan for each school, including all buildings that they lease, own, or otherwise use as school buildings, and submit the plan to the Department.

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(1) Any asbestos management plan developed under the Act, before December 31, 1992, and submitted to the State pursuant to the Act, shall satisfy the requirements of this section for any building covered by said plan.

(2) If any building or part of any building to be used as a school is leased or acquired after December 31, 1992, the local education agency shall include the building or part of the building in the management plan prior to its use or occupancy of the building or part of the building as a school. The management plan shall be submitted to the Department and approved prior to use or occupancy of the building or part of the building as a school.

(b) The Department shall review and either approve or disapprove the management plan.

(c) Each local education agency must implement its management plan prior to its use or occupancy of the building or part of the building as a school, and complete implementation based on the schedule approved by the Department.

(d) Each local education agency shall maintain and update its management plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, reinspection, and response action activities. All provisions required to be included in the management plan under this section shall be retained as part of the management plan, as well as any information that has been revised to bring the plan up-to-date.

(e) The management plan shall be developed by an accredited management planner and shall include:

(1) a list of the name and address of each school building and whether the school building contains friable ACBM, nonfriable ACBM and friable and nonfriable suspected ACBM assumed to be ACM;

(2) a list of specific steps or actions to be completed prior to the use or occupancy of the building or part of the building as a school;

(3) for each inspection conducted before December 14, 1987:

(A) the date of the inspection,

(B) a blueprint, diagram, or written description of each school building that identifies clearly each location and approximate square or linear footage of any homogeneous or sampling area where material was sampled for ACM, and, if possible, the exact locations where bulk samples were collected, and the dates of collection,

(C) a copy of the analyses of any bulk samples, dates of analyses, and a copy of any other laboratory reports pertaining to the analyses.

(D) a description of any response actions or preventive measures taken to reduce asbestos exposure including, if possible, the names and addresses of all contractors involved, start and completion dates of the work, and results of any air samples analyzed during and upon completion of the work,

(E) a description of assessments, required to be made under section 19a-333-6 of the regulations of Connecticut State Agencies, of material that was identified before December 14, 1987, as friable ACBM or friable suspected ACBM assumed to be ACM, and the name, signature, and state of accreditation, and if applicable, accreditation number of each accredited person making the assessments;

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(4) for each inspection and reinspection conducted under section 19a-333-3 of the regulations of Connecticut State Agencies:

(A) the date of the inspection or reinspection, and the name and signature, state of accreditation and, if applicable, the accreditation number of each accredited inspector performing the inspection or reinspection.

(B) a blueprint, diagram, or written description of each school building which identifies clearly each location and approximate square or linear footage of homogeneous areas where material was sampled for ACM, the exact location where each bulk sample was collected, date of collection, homogeneous areas where friable suspected ACBM is assumed to be ACM, and where nonfriable suspected ACBM is assumed to be ACM,

(C) a description of the manner used to determine sampling locations, and the name and signature of each accredited inspector collecting samples, the state of accreditation, and if applicable, his or her accreditation number,

(D) a copy of the analyses of any bulk samples collected and analyzed, the name and address of any laboratory that analyzed bulk samples, a statement that the laboratory meets the applicable requirements of subsection (a) of section 19a-333-5 of the regulations of Connecticut State Agencies, the date of analysis, and the name and signature of the person performing the analysis,

(E) a description of assessments, required to be made under section 19a-333-6 of the regulations of Connecticut State Agencies, of all ACBM and suspected ACBM assumed to be ACM, and the name, signature, state of accreditation, and if applicable, accreditation number of each accredited person making the assessments.

(5) the name, address, and telephone number of the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies to ensure that the duties of the local education agency are carried out, and the course name, and dates and hours of training taken by that person to carry out the duties;

(6) the recommendations made to the local education agency regarding response actions, under subsection (e) of section 19a-333-6 of the regulations of Connecticut State Agencies, the name, signature, state of accreditation of each person making the recommendations, and if applicable, his or her accreditation number;

(7) a detailed description of preventive measures and response actions to be taken, including methods to be used for any friable ACBM, the locations where such measures and action will be taken, reasons for selecting the response action or preventive measure, and a schedule for beginning and completing each preventive measure and response action;

(8) with respect to the person or persons who inspected for ACBM and who will design or carry out response actions, except for operations and maintenance with respect to the ACBM, a statement that the person is accredited;

(9) a detailed description, which shall be updated as response actions are completed, in the form of a blueprint, diagram, or in writing of any ACBM or suspected ACBM assumed to be ACM which remains in the school once response actions are undertaken pursuant to section 19a-333-7 of the regulations of Connecticut State Agencies;

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(10) a plan for reinspection under section 19a-333-3 of the regulations of Connecticut State Agencies, a plan for operations and maintenance activities under section 19a-333-8 of the regulations of Connecticut State Agencies, and a plan for periodic surveillance under section 19a-333-9 of the regulations of Connecticut State Agencies, a description of the recommendation made by the management planner regarding additional cleaning under subdivision (2) of subsection (b) of section 19a-333-8 of the regulations of Connecticut State Agencies as part of an operations and maintenance program, and the response of the local education agency to that recommendation;

(11) a description of steps taken to inform workers and building occupants, or their legal guardians, about inspections, reinspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress;

(12) an evaluation of the resources needed to complete response actions successfully and carry out reinspection, operations and maintenance, periodic surveillance and training;

(13) with respect to each consultant who contributed to the management plan, the name of the consultant and a statement that the consultant is accredited.

(f) Upon submission of a management plan to the Department for review, a local education agency shall maintain in its administrative office a complete, updated copy of a management plan for each school under its administrative control or direction.

(1) The management plans shall be available, without cost or restriction, for inspection by representatives of EPA and the State, the public, including teachers, other school personnel and their representatives, and parents. The local education agency may charge a reasonable cost to make copies of management plans.

(2) Each school shall maintain in its administrative office a complete, updated copy of the management plan for that school. Management plans shall be available for inspection, without cost or restriction, to workers before work begins in any area of a school building. The school shall make management plans available upon demand for inspection to representatives of EPA and the State. The school shall make management plans available to the public, including parents, teachers, and other school personnel and their representatives within five (5) working days after receiving a request for inspection. The school may charge a reasonable cost to make copies of the management plan.

(3) Upon submission of its management plan to the Department and at least once each school year, the local education agency shall notify in writing parents, teachers, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification. In the absence of any such organizations for parents, teachers, or employees, the local education agency shall provide written notice to that relevant group of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

(g) Records required under section 19a-333-11 of the regulations of Connecticut State Agencies shall be made by local education agencies and maintained as part of the

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management plan.

(h) Each management plan must contain a true and correct statement, signed by the individual designated by the local education agency under section 19a-333-2 of the regulations of Connecticut State Agencies, which certifies that the general local education agency responsibilities, as stipulated by section 19a-333-2 of the regulations of Connecticut State Agencies, have been met or will be met.

(Effective December 1, 1992)

Sec. 19a-333-11. Recordkeeping

(a) Records required under this section shall be maintained in a centralized location in the administrative office of both the school and the local education agency as part of the management plan. For each homogeneous area where all ACBM has been removed, the local education agency shall ensure that such records are retained for three (3) years after the next reinspection required under subdivision (1) of subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies.

(b) For each preventive measure and response action taken for friable and nonfriable ACBM and friable and nonfriable suspected ACBM assumed to be ACM, the local education agency shall maintain as part of the management plan the following:

(1) a detailed written description of the measure or action, including methods used, the location where the measure or action was taken, reasons for selecting the measure or action, start and completion dates of the work, names and addresses of all contractors involved, and if applicable, their state of accreditation, and accreditation numbers, and if ACBM is removed, the name and location of storage or disposal site of the ACM;

(2) the name and signature of any person collecting any air sample required to be collected at the completion of certain response actions specified by subsection (h) of section 19a-333-7 of the regulations of Connecticut State Agencies, the locations where samples were collected, date of collection, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis, the name and signature of the person performing the analysis, and a statement that the laboratory meets the applicable requirements of subdivision (3) of subsection 19a-333-7 (h) of the regulations of Connecticut State Agencies.

(c) For each person required to be trained under subdivisions (1) and (2) of subsection (a) of section 19a-333-9 of the regulations of Connecticut State Agencies, the local education agency shall record the person's name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.

(d) For each time that periodic surveillance under subsection (b) of section 19a-333-9 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the surveillance, the date of the surveillance, and any changes in the conditions of the materials.

(e) For each time that cleaning under subsection (b) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall

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record the name of each person performing the cleaning, the date of such cleaning, the locations cleaned, and the methods used to perform such cleaning.

(f) For each time that an operations and maintenance activity under subsection (c) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

(g) For each time that major asbestos activity under subsection (d) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name and signature, state of accreditation, and if applicable, the accreditation number of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

(h) For each fiber release episode under subsection (e) of section 19a-333-8 of the regulations of Connecticut State Agencies, the local education agency shall record the date and location of the episode, the method of repair, preventive measures or response action taken, the name of each person performing the work, and if ACBM is removed, the name and location of the storage or disposal site of ACM.

(Effective December 1, 1992)

Sec. 19a-333-12. Warning labels

(a) The local education agency shall attach a warning label adjacent to any friable or nonfriable ACBM or suspected ACBM assumed to be ACM located in routine maintenance areas (such as boiler rooms) at each school building. These labels shall be placed adjacent to the following locations:

- (1) friable ACBM for which the response was any action other than removal, and
- (2) ACBM for which no response action was carried out.

(b) All labels shall be of large size and prominently displayed in readily visible locations so that persons may read the signs and take necessary protective steps before entering the area. All labels shall remain posted until the ACBM that is labeled is removed.

(c) The warning label shall read, in black print on a contrasting yellow background, as follows:

CAUTION: ASBESTOS, HAZARDOUS, DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT.

(d) The local education agency shall post these labels in a bilingual form whenever it determines that a significant student and/or employee population requires a translated format.

(Effective December 1, 1992)

Sec. 19a-333-13. Exclusions

(a) A local education agency shall not be required to perform an inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies in any sampling area or homogeneous area of a school building where any of the following conditions apply.

(1) An accredited inspector has determined that, based on sampling records, friable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her state of accreditation and if applicable, accreditation number and, within thirty (30) days after such determination, submit a copy of the statement to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies for inclusion in the management plan. However, an accredited inspector shall assess the friable ACBM under section 19a-333-6 of the regulations of Connecticut State Agencies.

(2) An accredited inspector has determined, based on sampling records, that nonfriable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her state of accreditation and if applicable, accreditation number and, within thirty (30) days after such determination, submit a copy of the statement to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies for inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable has become friable since that previous inspection and shall assess the newly friable ACBM under section 19a-333-6 of the regulations of Connecticut State Agencies.

(3) Based on sampling records and inspection records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area and the records show that the area was sampled, before December 14, 1987, in substantial compliance with subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies, which for purposes of this subsection means in a random manner and with a sufficient number of samples to reasonably ensure that the area is not ACBM.

(A) The accredited inspector shall sign and date a statement, with his or her state of accreditation and if applicable accreditation number, that the homogeneous or sampling area determined not to be ACBM was sampled in substantial compliance with subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies.

(B) Within thirty (30) days after the inspector's determination, the local education agency shall submit a copy of the inspector's statement to the Department and shall include the statement in the management plan for that school.

(4) An accredited inspector has determined, based on records of an inspection conducted before December 14, 1987, that suspected ACBM identified in that homogeneous or sampling area is assumed to be ACM. The inspector shall sign and date a statement to that effect, with his or her state of accreditation and if applicable, accreditation number and, within thirty (30) days of such determination, submit a copy of the statement to the person designated under section 19a-333-2 of the regulations of Connecticut State Agencies for

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inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable suspected ACBM assumed to be ACM has become friable since the previous inspection and shall assess the newly friable material and previously identified friable suspected ACBM assumed to be ACM under section 19a-333-6 of the regulations of Connecticut State Agencies.

(5) Based on inspection records and contractor and clearance records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area where asbestos removal operations have been conducted before December 14, 1987, and shall sign and date a statement to that effect and include his or her state of accreditation and, if applicable, accreditation number. The local education agency shall submit a copy of the statement to the Department and shall include the statement in the management plan for that school.

(6) An architect or project engineer responsible for the construction of a new school building built after October 12, 1988, or an accredited inspector signs a statement that no ACBM was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ACBM was used as a building material in the building. The local education agency shall submit a copy of the signed statement of the architect, project engineer, or accredited inspector to the Department and shall include the statement in the management plan for that school.

(b) The exclusions, under subdivisions (1) through (3) of subdivision (a) of this section, from conducting the inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies shall apply only to homogeneous or sampling areas of a school building that were inspected and sampled before October 17, 1987. The local education agency shall conduct an inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies of all areas inspected before October 17, 1987, that were not sampled or were not assumed to be ACM.

(c) If ACBM is subsequently found in a homogeneous or sampling area of a local education agency that had been identified as receiving an exclusion by an accredited inspector under subdivision (3) or (4) of subsection (a) of this section, or by an architect, project engineer or accredited inspector under subdivision (6) of subsection (a) of this section, the local education agency shall have one hundred and eighty (180) days following the date of identification of ACBM to comply with these regulations.

(Effective December 1, 1992)

APPENDIX 2

ASBESTOS SURVEY AND BULK SAMPLE REPORTS

(Note: This document includes testing conducted between May 2017 and May 2020)



49 Woodside Street Stamford, CT 06902

January 17, 2018

Stamford Public Schools
Attn: Rich Lyons
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: Westhill High School
Asbestos Tests – Water-damaged building materials

Dear Mr. Lyons:

This letter summarizes the results of an inspection and testing we conducted on January 16, 2018 in areas at Westhill High School impacted by water from a ruptured pipe. The purpose of the investigation was to evaluate the asbestos content of building materials affected by the water leak.

During our site inspection, we observed that the water had damaged ceiling tiles in classrooms and hallways on all building levels below the top floor where the pipe had ruptured. In addition, water pooled on the floors causing the vinyl cove base to peel away from the walls in a few spots, exposing the mastic (adhesive) on the cement block walls. We did not see any spots where vinyl floor tiles were dislodged by the water. Inspection of ceiling cavities on the upper floors recorded intact fiberglass pipe insulation. At the basement level, mortar insulation was observed on a few scattered pipe fittings, but this material was intact and we did not find any spots where the mortar pipe elbow insulation was affected by the water leak.

Representative samples of the ceiling tiles and cove base mastic were collected and sent by courier to AmeriSci New York, where they were analyzed for asbestos by polarized light microscopy (PLM). According to CT Department of Public Health and US EPA regulations, building materials are classified as "asbestos containing materials" and subject to regulation when they contain more than 1% asbestos. As show on the attached lab report, no asbestos was detected in the ceiling tile samples, and the cove base mastic samples both contained less than 1% asbestos.

- In summary, our inspection and testing did not reveal any asbestos containing materials impacted by water from the ruptured pipe at Westhill High School.

If you have any questions or require further assistance, please call me at 203-324-2222. Thank you.

Sincerely,

Robert C. Brown, MS, CIH
Director of Industrial Hygiene
Hygenix Inc.

WESTHILLPIPE.LTR/rb
enclosures



PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 01/16/18 **AmeriSci Job #** 218012641
Date Examined 01/17/18 **P.O. #**
Page 1 of 3
RE: Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
011618-01 Location: Room 209, 2x4 Ceiling Tile Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 30 %, Fibrous glass 60 %, Non-fibrous 10 %	218012641-01	No	NAD (by CVES) by David W. Roderick on 01/17/18
011618-02 Location: Room 209, 2x4 Ceiling Tile Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 30 %, Fibrous glass 60 %, Non-fibrous 10 %	218012641-02	No	NAD (by CVES) by David W. Roderick on 01/17/18
011618-03 Location: Room 9, 2x4 Ceiling Tile Cross Wise Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Fibrous glass 20 %, Non-fibrous 20 %	218012641-03	No	NAD (by CVES) by David W. Roderick on 01/17/18
011618-04 Location: Room 9, 2x4 Ceiling Tile Cross Wise Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Fibrous glass 20 %, Non-fibrous 20 %	218012641-04	No	NAD (by CVES) by David W. Roderick on 01/17/18
011618-05 Location: Room 109, 2x2 Ceiling Tile Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 40 %, Non-fibrous 20 %	218012641-05	No	NAD (by CVES) by David W. Roderick on 01/17/18

See Reporting notes on last page

PLM Bulk Asbestos Report

Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
011618-06 Location: Hallway By 109, 2x2 Ceiling Tile	218012641-06	No	NAD (by CVES) by David W. Roderick on 01/17/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 40 %, Non-fibrous 20 %			
011618-07 Location: Room 7, 2x4 Ceiling Tile	218012641-07	No	NAD (by CVES) by David W. Roderick on 01/17/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 40 %, Non-fibrous 20 %			
011618-08 Location: Hallway 1st Floor, 2x2 Ceiling Tile	218012641-08	No	NAD (by CVES) by David W. Roderick on 01/17/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 40 %, Non-fibrous 20 %			
011618-09 Location: Room 209, Cove Base Adhesive	218012641-09	Yes	Trace (<1 %) (by CVES) by David W. Roderick on 01/17/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Anthophyllite <1. % Other Material: Non-fibrous 100 %			
011618-10 Location: Stairwell 2nd Floor, Cove Base Adhesive	218012641-10	Yes	Trace (<1 %) (by CVES) by David W. Roderick on 01/17/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Anthophyllite <1. % Other Material: Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Stamford Public Schools; West Hill High School, Stamford, CT

Reporting Notes:

Analyzed by: David W. Roderick 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____

2 1 8 0 1 2 6 4 1

ASBESTOS PLM BULK SAMPLE LOG

Client: Stamford Public Schools

Site: West Hill High School

Stamford, CT

Type: PLM

Tech: JCG

Date: 01/16/18

HYGENIX, Inc.



Environmental Consulting & Laboratory Services
 49 Woodside Street
 Stamford, CT 06902
 (203) 324-2222 (phone) (203) 324-3876 (fax)

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	011618-01	Room 209	2x4 Ceiling Tile	1	
	011618-02	Room 209	2x4 Ceiling Tile	1	
	011618-03	Room 9	2x4 Ceiling Tile Cross wise	1	
	011618-04	Room 9	2x4 Ceiling Tile Cross wise	1	
	011618-05	Room 109	2x2 Ceiling Tile	1	
	011618-06	Hallway by 109	2x2 Ceiling Tile	1	
	011618-07	Room 7	2x4 Ceiling Tile	1	
	011618-08	Hallway 1 st floor	2x2 Ceiling Tile	1	
	011618-09	Room 209	Cove Base Adhesive	1	
	011618-10	Stairwell 2 nd Floor	Cove Base Adhesive	1	

CHAIN OF CUSTODY

Relinquished By: *Jean C. Gemmel* Date/Time: 01/16/18
 Received By: *[Signature]* Date/Time: 1/16/18
 Notes: Email results to: rbrown@hygenix.com
Test All samples 12 Hr TAT



49 Woodside Street Stamford, CT 06902

January 31, 2018

Stamford Public Schools
Attn: Rich Lyons
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: Westhill High School
Blackboard Glue

Dear Mr. Lyons:

For your records, I am sending you a copy of the asbestos analysis report for a sample of blackboard glue that was set aside for me by Sal Bocuzzi. I sent the sample to AmeriSci New York, where it was analyzed for asbestos by polarized light microscopy (PLM). The test results are summarized as follows:

- Blackboard glue Westhill High School No asbestos detected

If you have any questions or require further assistance, please call me at 203-324-2222.
Thank you.

Sincerely,

Robert C. Brown, MS, CIH
Director of Industrial Hygiene
Hygenix Inc.

WESTHILL2.LTR/rb
enclosures



PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 01/11/18 AmeriSci Job # 218011938
Date Examined 01/11/18 P.O. #
Page 1 of 1

RE: Board Of Education; Westhill High School, 125 Roxbury Road,
Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
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JG-010918-1	218011938-01	No	NAD
Location: Unknown - Blackboard Glue			(by CVES) by Ella Babayeva on 01/11/18

Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material

Asbestos Types:

Other Material: Non-fibrous 100 %

Reporting Notes:

Analyzed by: Ella Babayeva 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By:  _____ END OF REPORT _____

#2180111938

ASBESTOS PLM BULK SAMPLE LOG

Client: Board of Education

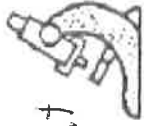
Site: Westhill High School
125 Roxbury Road
Stamford, CT 06902

Type: PLM

Tech: JCG
Collected by Client

Date: 01/09/18

HYGENIX, Inc.



Environmental Consulting & Laboratory Services
49 Woodside Street
Stamford, CT 06902
(203) 324-2222 (phone) (203) 324-3876 (fax)

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	JG-010918-1	Unknown	Blackboard Glue	1	

CHAIN OF CUSTODY

Notes: Email results to: jgemmell@hygenix.com

Test till positive 24 Hr TAT

Relinquished By: Janan C. Gemmell
Date/Time: 01/09/18

Received By: Payne
Date/Time: 1/11/18

1105



49 Woodside Street Stamford, CT 06902

March 15, 2018

Stamford Public Schools
Attn: Rich Lyons
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: West Hill High School
Stamford, CT


Dear Mr. Lyons:

For your records, I am sending you a copy of the asbestos analysis report for sampling I conducted on March 05, 2018 in the Girls gym office bathroom, from West Hill High School, located in Stamford, CT. Suspect materials were sampled in the Girls gym office bathroom, the plaster ceiling area. The samples were sent to AmeriSci New York, where they were analyzed for asbestos by polarized light microscopy (PLM). The test results are summarized as follows:

- Girls Gym Office Bathroom Plaster Ceiling No asbestos detected

If you have any questions or require further assistance, please call me at 203-324-2222.
Thank you.

Sincerely,



Jason C. Gemmell
Asbestos Inspector
Hygenix Inc.



PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 03/05/18 **AmeriSci Job #** 218031429
Date Examined 03/09/18 **P.O. #**
Page 1 of 2
RE: Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
030218-01 1	218031429-01 Location: Girls Gym Office Bathroom Ceiling - Plaster Grey Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
030218-02 2	218031429-02 Location: Girls Gym Office Bathroom Ceiling - Plaster White Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
030218-03 1	218031429-03 Location: Girls Gym Office Bathroom Ceiling - Plaster Grey Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
030218-04 2	218031429-04 Location: Girls Gym Office Bathroom Ceiling - Plaster White Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
030218-05 1	218031429-05 Location: Girls Gym Office Bathroom Ceiling - Plaster Grey Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

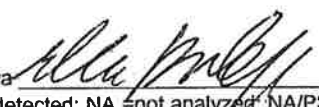
See Reporting notes on last page

PLM Bulk Asbestos Report

Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
030218-06 2	218031429-06 Location: Girls Gym Office Bathroom Ceiling - Plaster White Coat	No	NAD (by CVES) by Ella Babayeva on 03/09/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Reporting Notes:

Analyzed by: Ella Babayeva 
*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____

ASBESTOS PLM BULK SAMPLE LOG

Client: Stamford Public Schools

Site: West Hill High School

Stamford, CT

Type: PLM

Tech: JCG

Date: 03/02/18

HYGENIX, Inc.



Environmental Consulting & Laboratory Services
 49 Woodside Street
 Stamford, CT 06902
 (203) 324-2222 (phone) (203) 324-3876 (fax)

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	030218-01	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	1	
	030218-02	Girls Gym Office Bathroom Ceiling	Plaster White Coat	1	
	030218-03	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	1	
	030218-04	Girls Gym Office Bathroom Ceiling	Plaster White Coat	1	
	030218-05	Girls Gym Office Bathroom Ceiling	Plaster Grey Coat	1	
	030218-06	Girls Gym Office Bathroom Ceiling	Plaster White Coat	1	

Notes: Email results to: jgemmel@hygenix.com

CHAIN OF CUSTODY

Relinquished By:	Date/Time:	Received By:	Date/Time:
JENNIFER GEMMELL	03/02/18	J Fasen	3-5-18

Test Till Positive 5 Day TAT

1655

#218031429



49 Woodside Street Stamford, CT 06902

June 4, 2018

Stamford Public Schools
Attn: Rich Lyons
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: West Hill High School, Stamford, CT

Dear Rich Lyons,

Attached to this letter is a PLM asbestos analysis report for samples of building materials I collected at your request from the court yard ceiling panels, at the West Hill High School, Stamford, CT.

Samples of suspect materials were analyzed by polarized light microscopy (PLM) at AmeriSci New York Laboratories, in accordance with EPA procedure #600/M4-82-020. AmeriSci New York Laboratories is accredited to perform bulk asbestos analysis by the National Voluntary Laboratory Approval Program (NVLAP) and CT Department of Public Health.

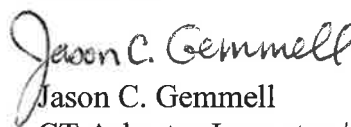
As shown on the attached lab report, the court yard ceiling panels are not an asbestos containing material, ACM.

INVENTORY OF NON-ASBESTOS CONTAINING MATERIALS

NOT ASBESTOS CONTAINING MATERIAL	
Includes materials analyzed by polarized light microscopy and found to contain $\leq 1\%$ asbestos.	
Exterior Court Yard- 2x4 Ceiling Panels	

Please call me at 203-324-2222 if you have any questions or if I can be of further assistance.
Thank you.

Sincerely,


Jason C. Gemmell
CT Asbestos Inspector # 000422
Hygenix Inc.



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

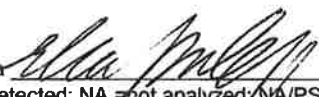
Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 05/25/18 **AmeriSci Job #** 218054256
Date Examined 05/25/18 **P.O. #**
Page 1 of 1
RE: City Of Stamford; West Hill High School - Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
052318-01 1	218054256-01 Location: Exterior Courtyard - Ceiling - 2 x 4 Ceiling Panels	No	NAD (by CVES) by Ella Babayeva on 05/25/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
052318-02 1	218054256-02 Location: Exterior Courtyard - Ceiling - 2 x 4 Ceiling Panels	No	NAD (by CVES) by Ella Babayeva on 05/25/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Reporting Notes:

Analyzed by: Ella Babayeva 
*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____

Client: City of Stamford

Site: West Hill High School

Stamford, CT

Type: PLM

Tech: JCG

Date: 05/23/18

HYGENIX, Inc.



Environmental Consulting & Laboratory Services
49 Woodside Street
Stamford, CT 06902
(203) 324-2222 (phone) (203) 324-3876 (fax)

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	052318-01	Exterior Courtyard Ceiling	2x4 Ceiling Panels	1	
	052318-02	Exterior Courtyard Ceiling	2x4 Ceiling Panels	1	

CHAIN OF CUSTODY

Relinquished By: Jean C. Gemmell

Date/Time: 05/24/18

Received By: J. Fasen

Date/Time: 5/23/18 11:02

Notes: Email results to: jgemmell@hygenix.com

Test till positive 24 Hr TAT

218054256



49 Woodside Street Stamford, CT 06902

September 1, 2018

Stamford Public Schools
Attn: Rich Lyons
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: Westhill High School, Room 314
Asbestos Tests – Flooring, Cove Base, Countertops and Sink Undercoating

Dear Mr. Lyons:

For your records, I am sending you a copy of the asbestos analysis report for sampling I conducted on August 24, 2018 in Room 314 at Westhill High School. The materials listed below were sent to AmeriSci New York, where they were analyzed for asbestos by polarized light microscopy (PLM). The test results are summarized as follows:

- | | |
|--------------------------------|----------------------|
| • Countertop material | no asbestos detected |
| • Sink undercoating insulation | 2% asbestos detected |
| • Cove base adhesive | no asbestos detected |
| • Floor tile mastic | 2% asbestos detected |
| • Vinyl floor tile | 5% asbestos detected |

**Note: EPA and CT Department of Public Health regulate the removal of materials containing more than 1% asbestos. For protection of workers, OSHA requires dust control measures to prevent exposure to airborne asbestos based on the potential for inhalation and not governed by the percentage of asbestos in the building material.*

Because the sink undercoating, vinyl tile, and floor tile mastic contained more than 1% asbestos, they were classified as “asbestos containing material” and should be handled and disposed of in accordance with applicable State and federal regulations.

If you have any questions or require further assistance, please call me at 203-324-2222.
Thank you.

Sincerely,

Jason C. Gemmell

Jason Gemmell
Ct Asbestos Inspector # 000422
Hygenix Inc.

WESTHILL082418.LTR/rb
enclosures



August 25, 2018

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street
Stamford, CT 06902

RE: Hygenix, Inc.
Job Number 218084950
P.O. #Stamford Public Schools
Stamford Public Schools; West Hill High School, Stamford, CT

Dear Robert Brown:

Enclosed are the results for PLM asbestos analysis of the following Hygenix, Inc. samples received at AmeriSci on Saturday, August 25, 2018, for a 24 hour turnaround:

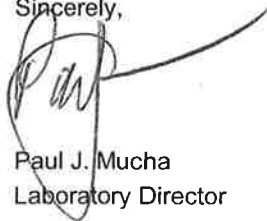
082418-01, 082418-02, 082418-03, 082418-04, 082418-05, 082418-06, 082418-07, 082418-08, 082418-09, 082418-10, 082418-11, 082418-12, 082418-13, 082418-14, 082418-15

The 15 samples contained in Zip Lock Bag were shipped to AmeriSci via Federal Express. These samples were prepared and analyzed according to the EPA Interim Method (Appd E to Subpt E of 40 CFR 763, previously Subpt F, Appd A). The required analytical information, analysis results, analyst signature and laboratory identification is contained in the Analyst's Report.

This report relates ONLY to the sample analysis expressed as percent asbestos. AmeriSci assumes no responsibility for customer supplied data such as "sample type", "location", or "area sampled". This report must not be used to claim product endorsement by AmeriSci, NVLAP or any agency of the U. S. Government. This report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,



Paul J. Mucha
Laboratory Director



PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 08/25/18 **AmeriSci Job #** 218084950
Date Examined 08/25/18 **P.O. #**
Page 1 of 3
RE: Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
082418-01 1 Location: Classroom 314 - Counter Top Material Analyst Description: Green, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 70 %, Non-fibrous 30 %	218084950-01	No	NAD ¹ (by CVES) by Ella Babayeva on 08/25/18
082418-02 1 Location: Classroom 314 - Counter Top Material Analyst Description: Green, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 80 %, Non-fibrous 20 %	218084950-02	No	NAD (by CVES) by Ella Babayeva on 08/25/18
082418-03 1 Location: Classroom 314 - Counter Top Material Analyst Description: Green, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 75 %, Non-fibrous 25 %	218084950-03	No	NAD (by CVES) by Ella Babayeva on 08/25/18
082418-04 2 Location: Classroom 314 - Sink 1 Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.0 % Other Material: Non-fibrous 98 %	218084950-04	Yes	2 % (by CVES) by Ella Babayeva on 08/25/18
082418-05 2 Location: Classroom 314 - Sink 1 Analyst Description: Bulk Material Asbestos Types: Other Material:	218084950-05		NA/PS

See Reporting notes on last page

PLM Bulk Asbestos Report

Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
082418-06 2 Location: Classroom 314 - Sink 1	218084950-06		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
082418-07 3 Location: Classroom 314 - Cove Base Adhesive	218084950-07	No	NAD (by CVES) by Ella Babayeva on 08/25/18
Analyst Description: Yellow/Brown, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
082418-08 3 Location: Classroom 314 - Cove Base Adhesive	218084950-08	No	NAD (by CVES) by Ella Babayeva on 08/25/18
Analyst Description: Yellow/Brown, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
082418-09 3 Location: Classroom 314 - Cove Base Adhesive	218084950-09	No	NAD (by CVES) by Ella Babayeva on 08/25/18
Analyst Description: Yellow/Brown, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
082418-10 4 Location: Classroom 314 - Floor Tile Mastic	218084950-10	Yes	2 % (by CVES) by Ella Babayeva on 08/25/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.0 % Other Material: Non-fibrous 98 %			
082418-11 5 Location: Classroom 314 - Floor Tile	218084950-11	Yes	5 % (by CVES) by Ella Babayeva on 08/25/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Stamford Public Schools; West Hill High School, Stamford, CT

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
082418-12 4	218084950-12 Location: Classroom 314 - Floor Tile Mastic		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
082418-13 5	218084950-13 Location: Classroom 314 - Floor Tile		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
082418-14 4	218084950-14 Location: Classroom 314 - Floor Tile Mastic		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
082418-15 5	218084950-15 Location: Classroom 314 - Floor Tile		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			


Reporting Notes:

(1) This job was - Analyzed using Olympus BH-2 Pol Scope S/N 229003

Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by Appd E to Subpt E, 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by Appd E to Subpt E, 40 CFR 763 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By:



END OF REPORT

218084950

ASBESTOS PLM BULK SAMPLE LOG

Client: Stamford Public Schools

Site: West Hill High School

Stamford, CT

Type: PLM

Tech: JCG

Date: 08/24/18

HYGENIX, Inc.



Environmental Consulting & Laboratory Services
49 Woodside Street
Stamford, CT 06902
(203) 324-2222 (phone) (203) 324-3876 (fax)

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	082418-01	Classroom 314	Counter Top Material	1	
	082418-02	Classroom 314	Counter Top Material	1	
	082418-03	Classroom 314	Counter Top Material	1	
	082418-04	Classroom 314	Sink 1	1	
	082418-05	Classroom 314	Sink 2	1	
	082418-06	Classroom 314	Sink 3	1	
	082418-07	Classroom 314	Cove Base Adhesive	1	
	082418-08	Classroom 314	Cove Base Adhesive	1	
	082418-09	Classroom 314	Cove Base Adhesive	1	
	082418-10	Classroom 314	Floor Tile Mastic	1	
	082418-11	Classroom 314	Floor Tile	1	
	082418-12	Classroom 314	Floor Tile Mastic	1	
	082418-13	Classroom 314	Floor Tile	1	
	082418-14	Classroom 314	Floor Tile Mastic	1	
	082418-15	Classroom 314	Floor Tile	1	

CHAIN OF CUSTODY

Relinquished By: Sharon C. Gemmell Date/Time: 08/24/18
 Received By: Y. MULL Date/Time: 8/25/18 1130

Notes: Email results to: jgemmell@hygenix.com

Test Till Positive 24 HR TAT



49 Woodside Street Stamford, CT 06902

May 8, 2020

Stamford Public Schools
Attn: Kevin McCarthy
888 Washington Boulevard, 3rd Floor
Stamford, CT 06904

Re: Westhill High School
Asbestos Tests – Friable Materials

Dear Mr. McCarthy:

For your records, I am sending you records of the asbestos sampling I conducted on April 14, 2020 at Westhill High School. The sampling was conducted as part of the current 3-year AHERA inspection and management plan update. Representative samples of friable building materials were collected for analysis, including sheetrock, drywall joint compound, and a variety of ceiling tiles.

The samples were sent to AmeriSci New York, where they were analyzed for asbestos by polarized light microscopy (PLM). For quality control, approximately 10 percent of the samples were split for duplicate PLM analysis at EMSL Analytical.

Table 1 on the following page provides a summary of the asbestos test results. Also attached are sample location drawings and complete copies of the laboratory analysis reports.

If you have any questions, please call me at 203-324-2222. Thank you.

Sincerely,

Robert C. Brown, MS, CIH
Director of Industrial Hygiene
Hygenix Inc.

WESTHILL041420.PLM.LTR/rb
enclosures

TABLE 1 – SUMMARY OF PLM ASBESTOS TEST RESULTS

041420-1	Vo-Ag building, 2 nd flr stair/hallway	Spray-on fireproofing	No asbestos detected No asbestos detected *
041420-2	Vo-Ag building, garage	Spray-on fireproofing	No asbestos detected
041420-3	Vo-Ag building, ag mechanics hall	Spray-on fireproofing	No asbestos detected
041420-4	Vo-Ag building, Room 3	Spray-on fireproofing	No asbestos detected
041420-5	Vo-Ag building, stair 2 hallway	Spray-on fireproofing	No asbestos detected
041420-6	Vo-Ag building, 1 st flr entry	Spray-on fireproofing	No asbestos detected
041420-7	Vo-Ag building, 2 nd flr landing	Spray-on fireproofing	No asbestos detected
041420-8	North building, outside Room 117	Sheet rock	No asbestos detected
041420-9	North building, main office break room	Sheet rock	No asbestos detected
041420-10	North bldg, outside custodian next to Rm 209	Sheet rock	No asbestos detected
041420-11	North building, health care ctr office	Joint compound	No asbestos detected No asbestos detected *
041420-12	North building, health care center	Joint compound	No asbestos detected
041420-13	North building, Room 222 doorway	Joint compound	<1% asbestos detected
041420-14	North building, Room 201 door frame	Joint compound	<1% asbestos detected
041420-15	North building, custodian next to Rm 209	Joint compound	<1% asbestos detected
041420-16	North building, outside Room 118	Joint compound	<1% asbestos detected
041420-17	North building, Room 107	Joint compound	<1% asbestos detected
041420-18	West building, Reynor Cafeteria	Sheet rock	No asbestos detected
041420-19	West building, Reynor Cafeteria	Sheet rock	No asbestos detected
041420-20	West building, outside swimming pool	Sheet rock	No asbestos detected
041420-21	West building, Reynor Cafeteria	Joint compound	<1% asbestos detected
041420-22	West building, Reynor Cafeteria	Joint compound	No asbestos detected
041420-23	West building, Reynor Cafeteria	Joint compound	No asbestos detected
041420-24	West building, Finch Cafeteria	Joint compound	No asbestos detected
041420-25	West building, Finch Cafeteria	Joint compound	No asbestos detected No asbestos detected *
041420-26	West building, outside swimming pool	Joint compound	No asbestos detected
041420-27	West building, Finch Cafeteria	Joint compound	No asbestos detected
041420-28	South building, outside Room 135	Sheet rock	No asbestos detected
041420-29	South building, hall outside Reynor cafe	Sheet rock	No asbestos detected
041420-30	South building, outside Reynor office	Sheet rock	No asbestos detected
041420-31	South building, Room 432	Sheet rock	No asbestos detected
041420-32	South building, Room 432	Joint compound	<1% asbestos detected
041420-33	South building, hallway outside Rm 435	Joint compound	No asbestos detected
041420-34	South building, outside Room 305	Joint compound	<1% asbestos detected
041420-35	South building, 2 nd flr Reynor Café hall	Joint compound	<1% asbestos detected
041420-36	South building, outside Room 427	Joint compound	<1% asbestos detected
041420-37	South building, outside Reynor office	Joint compound	<1% asbestos detected 2% asbestos detected *
041420-38	Southwest building, 2 nd flr roof access	Sheet rock	No asbestos detected
041420-39	Southwest building, main office	Sheet rock	No asbestos detected
041420-40	Southwest building, grnd flr hall at elev	Sheet rock	No asbestos detected
041420-41	Southwest building, teacher's lounge	Sheet rock	No asbestos detected

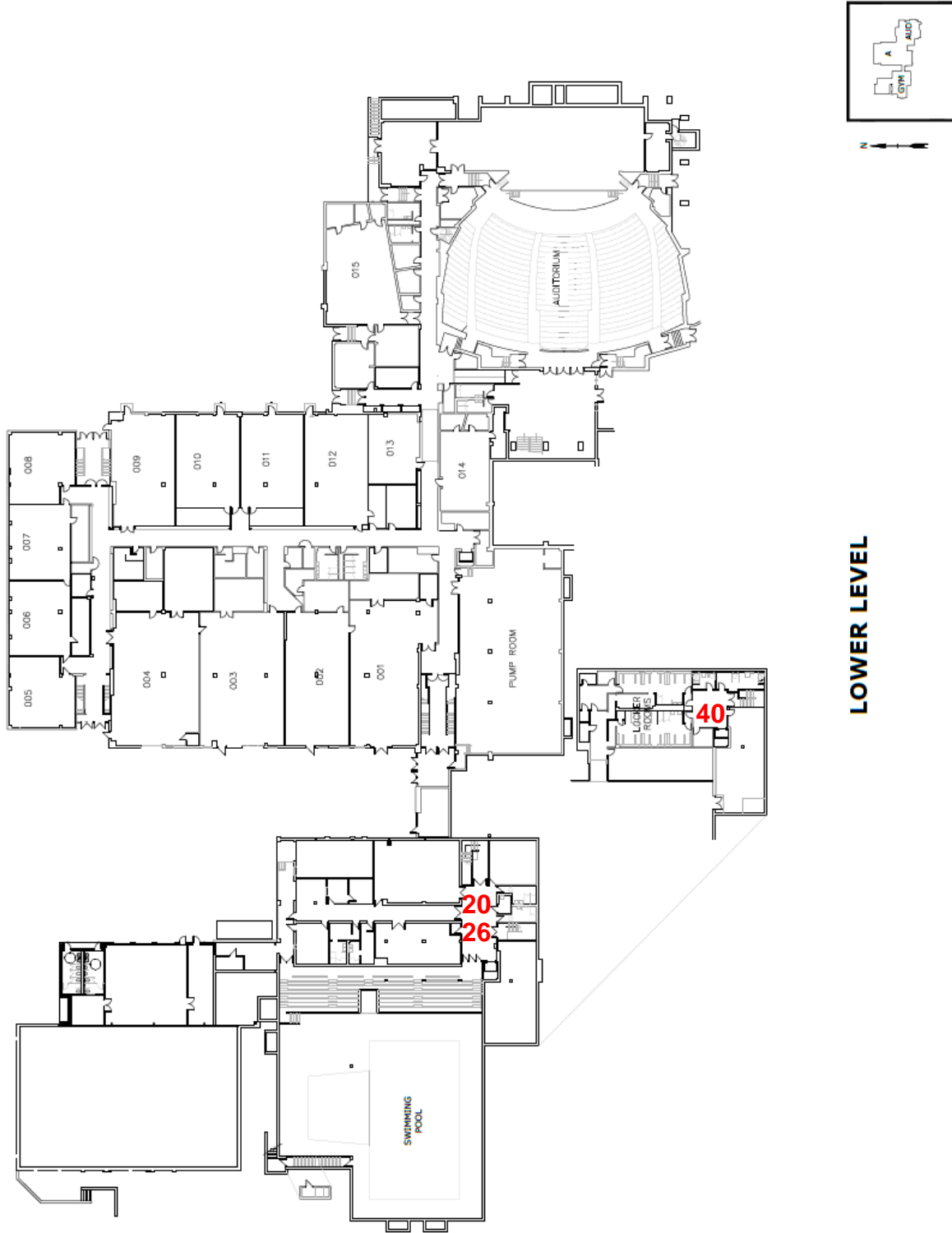
*Denotes quality control split sample and duplicate PLM analysis at EMSL analytical.

TABLE 1 – SUMMARY OF PLM ASBESTOS TEST RESULTS (continued)

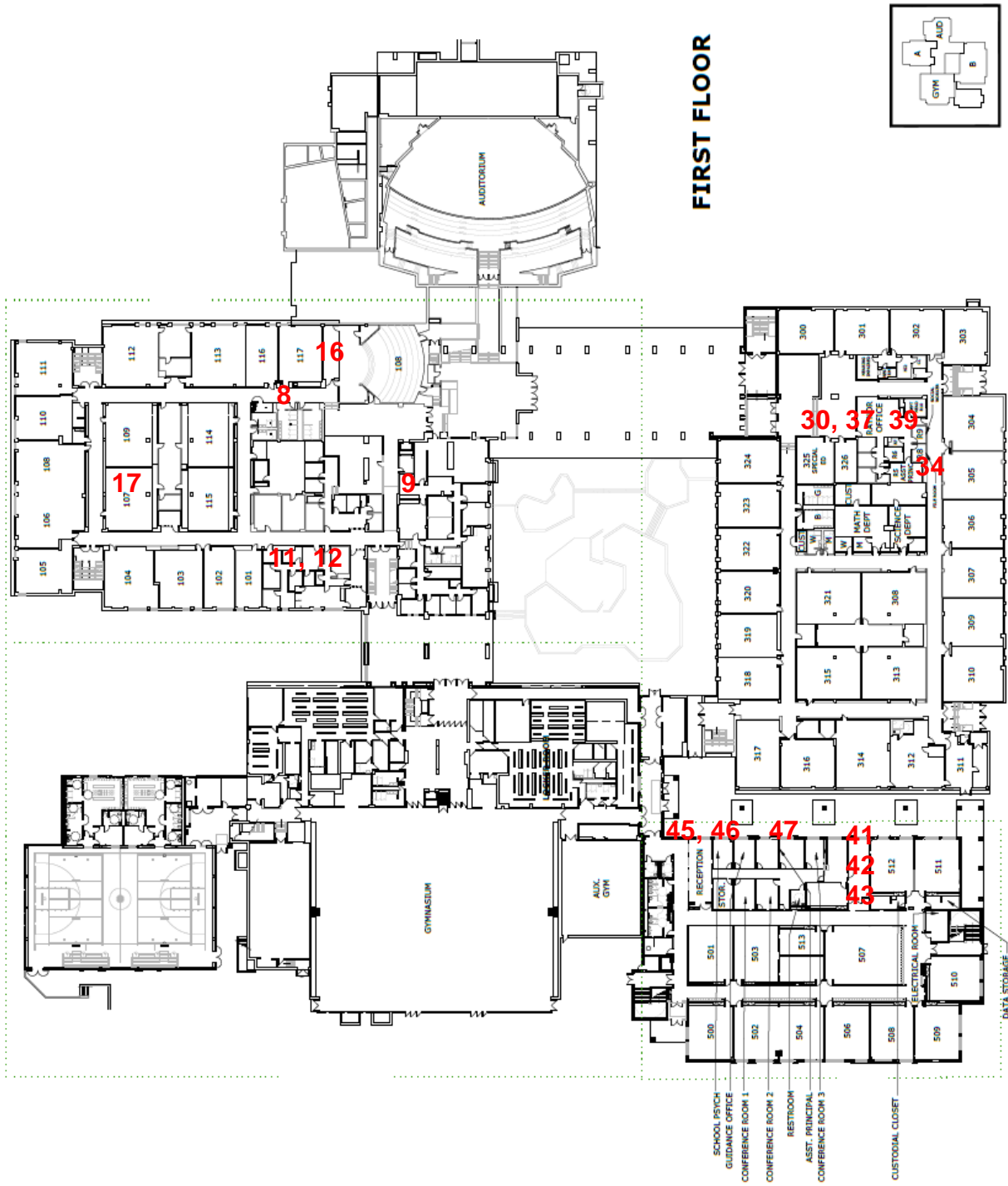
041420-42	Southwest building, teacher's lounge	Joint compound	No asbestos detected
041420-43	Southwest building, teacher's lounge	Joint compound	No asbestos detected
041420-44	Southwest building, 2 nd flr roof access	Joint compound	No asbestos detected
041420-45	Southwest building, main office	Joint compound	No asbestos detected
041420-46	Southwest building, main office bath	Joint compound	No asbestos detected
041420-47	Southwest building, asst principal office	Joint compound	No asbestos detected
			No asbestos detected *

*Denotes quality control split sample and duplicate PLM analysis at EMSL analytical.

Westhill High School



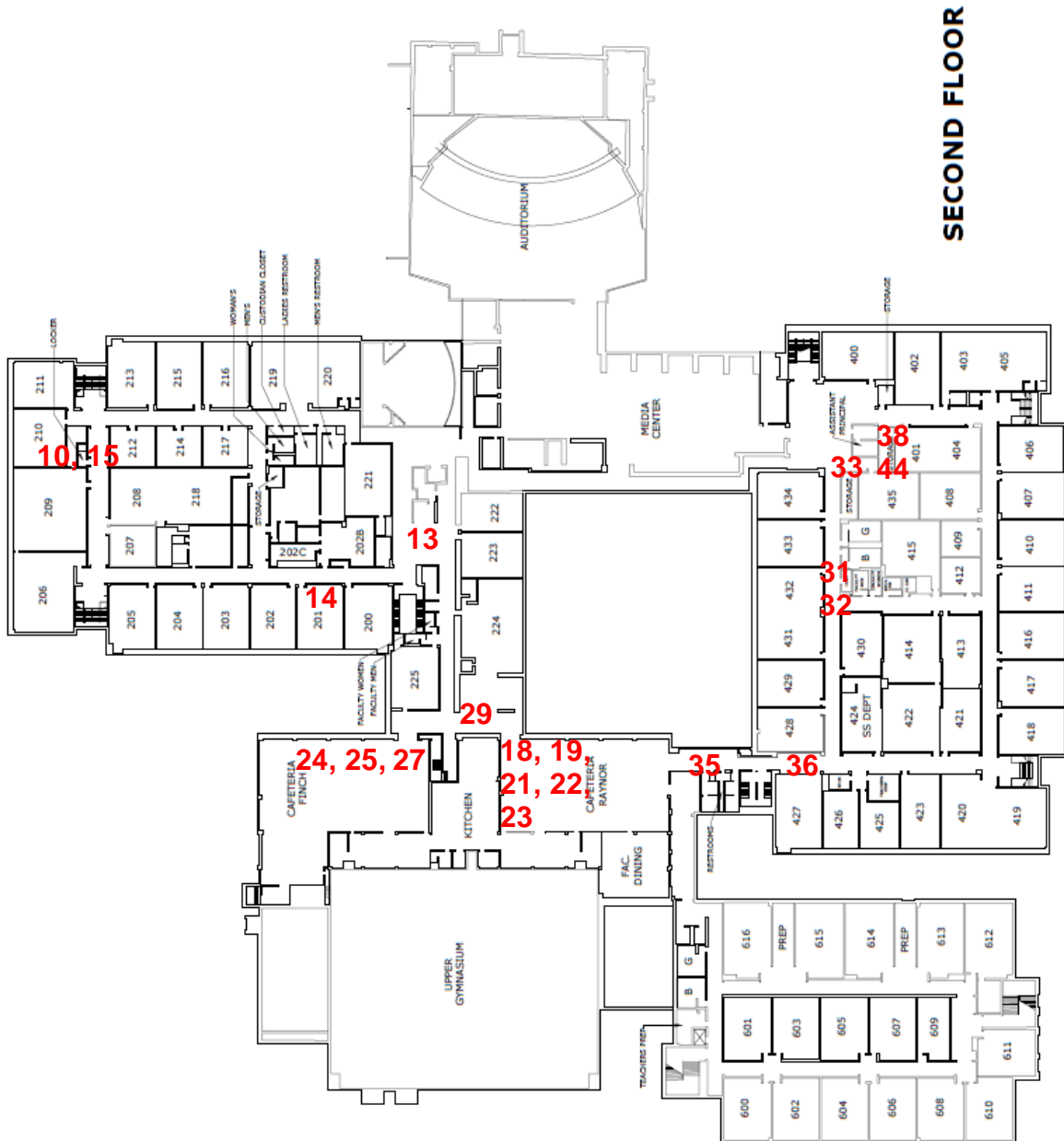
Westhill High School



Westhill High School



Note: Additional sampling location not shown on drawings – Room 135 (28)





PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 04/16/20 **AmeriSci Job #** 220041806
Date Examined 04/16/20 **P.O. #**
Page 1 of 9
RE: Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-1 Location: Vo-Ag Building / 2nd Fl. / Stair / Hallway - Spray-On Fireproofing	220041806-01	No	NAD ¹ (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 60 %, Non-fibrous 40 %			
041420-2 Location: Vo-Ag Building / Garage - Spray-On Fireproofing	220041806-02	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 45 %, Non-fibrous 55 %			
041420-3 Location: Vo-Ag Building / Agriculture Mechanics Hall - Spray-On Fireproofing	220041806-03	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 50 %, Non-fibrous 50 %			
041420-4 Location: Vo-Ag Building / Room 3 - Spray-On Fireproofing	220041806-04	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 65 %, Non-fibrous 35 %			
041420-5 Location: Vo-Ag Building / Stair 2 / Hallway - Spray-On Fireproofing	220041806-05	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 75 %, Non-fibrous 25 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-6	220041806-06	No	NAD
Location: Vo-Ag Building / 1st Fl. / Entry - Spray-On Fireproofing			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 55 %, Non-fibrous 45 %			
041420-7	220041806-07	No	NAD
Location: Vo-Ag Building / 2nd Fl. / Landing - Spray-On Fireproofing			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 65 %, Non-fibrous 35 %			
041420-8	220041806-08	No	NAD
Location: North Building / Outside Room 117 - Sheetrock			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White/Brown/Yellow, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 15 %, Non-fibrous 85 %			
041420-9	220041806-09	No	NAD
Location: North Building / Main Office / Break Room - Sheetrock			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Grey/Brown, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 20 %, Fibrous glass Trace, Non-fibrous 80 %			
041420-10	220041806-10	No	NAD
Location: North Building / Outside Custodian Next To Rm. 209 - Sheetrock			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White/Brown/Yellow, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 10 %, Non-fibrous 90 %			
041420-11	220041806-11	No	NAD
Location: North Building / School Base Health Care Center / Office - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-12	220041806-12	No	NAD
Location: North Building / School Base Health Care Center - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-13	220041806-13	Yes	Trace (<1 %)
Location: North Building / Room 222 / Doorway - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. %			
Other Material: Non-fibrous 100 %			
041420-14	220041806-14	Yes	Trace (<1 %)
Location: North Building / Room 201 / Door Frame - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. %			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-15	220041806-15	Yes	Trace (<1 %)
Location: North Building / Custodian Next To Room 209 - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. %			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-16	220041806-16	Yes	Trace (<1 %)
Location: North Building / Outside Room 118 - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. %			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-17	220041806-17	Yes	Trace (<1 %)
Location: North Building / Room 107 - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. %			
Other Material: Cellulose Trace, Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-18 Location: West Building / Reynor Cafeteria - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Fibrous glass 1 %, Non-fibrous 84 %	220041806-18	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-19 Location: West Building / Reynor Cafeteria - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 18 %, Fibrous glass 1 %, Non-fibrous 81 %	220041806-19	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-20 Location: West Building / Outside Swimming Pool - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5 %, Fibrous glass 1 %, Non-fibrous 94 %	220041806-20	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-21 Location: West Building / Reynor Cafeteria - Joint Compound Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Cellulose Trace, Non-fibrous 100 %	220041806-21	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
041420-22 Location: West Building / Reynor Cafeteria - Joint Compound Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %	220041806-22	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-23 Location: West Building / Reynor Cafeteria - Joint Compound Analyst Description: White/Yellow, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %	220041806-23	No	NAD (by CVES) by Valeriu Voicu on 04/16/20

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-24 Location: West Building / Finch Cafeteria - Joint Compound	220041806-24	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-25 Location: West Building / Finch Cafeteria - Joint Compound	220041806-25	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-26 Location: West Building / Outside Swimming Pool - Joint Compound	220041806-26	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-27 Location: West Building / Finch Cafeteria - Joint Compound	220041806-27	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-28 Location: South Building / Outside Room 135 - Sheetrock	220041806-28	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20 %, Fibrous glass Trace, Non-fibrous 80 %			
041420-29 Location: South Building / Hallway Outside Reynor Cafeteria - Sheetrock	220041806-29	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Fibrous glass 1 %, Non-fibrous 84 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-30 Location: South Building / Outside Reynor Office - Sheetrock	220041806-30	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Non-fibrous 90 %			
041420-31 Location: South Building / Room 432 - Sheetrock	220041806-31	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Fibrous glass Trace, Non-fibrous 90 %			
041420-32 Location: South Building / Room 432 - Joint Compound	220041806-32	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
041420-33 Location: South Building / Hallway Outside Room 435 - Joint Compound	220041806-33	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-34 Location: South Building / Outside Room 305 - Joint Compound	220041806-34	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-35 Location: South Building / 2nd Fl. / Reynor Cafeteria / Hallway - Joint Compound	220041806-35	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-36 Location: South Building / Outside Room 427 - Joint Compound Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Cellulose Trace, Non-fibrous 100 %	220041806-36	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
041420-37 Location: South Building / Outside Reynor Office - Joint Compound Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %	220041806-37	Yes	Trace (<1 %) (by CVES) by Valeriu Voicu on 04/16/20
041420-38 Location: Southwest Building / 2nd Fl. / Roof Access - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 7 %, Fibrous glass Trace, Non-fibrous 93 %	220041806-38	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-39 Location: Southwest Building / Main Office - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Fibrous glass Trace, Non-fibrous 90 %	220041806-39	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-40 Location: Southwest Building / Ground Fl. Hall Near Elevator - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Fibrous glass 1 %, Non-fibrous 89 %	220041806-40	No	NAD (by CVES) by Valeriu Voicu on 04/16/20
041420-41 Location: Southwest Building / Teacher's Lounge - Sheetrock Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 70 %, Fibrous glass Trace, Non-fibrous 30 %	220041806-41	No	NAD (by CVES) by Valeriu Voicu on 04/16/20

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
041420-42	220041806-42	No	NAD
Location: Southwest Building / Teacher's Lounge - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-43	220041806-43	No	NAD
Location: Southwest Building / Teacher's Lounge - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-44	220041806-44	No	NAD
Location: Southwest Building / 2nd Fl. / Roof Access - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-45	220041806-45	No	NAD
Location: Southwest Building / Main Office - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-46	220041806-46	No	NAD
Location: Southwest Building / Main Office / Bathroom - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
041420-47	220041806-47	No	NAD
Location: Southwest Building / Assistant Principal's Office - Joint Compound			(by CVES) by Valeriu Voicu on 04/16/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

Westhill High School; 125 Roxbury Road, Stamford, CT 06902

Reporting Notes:

(1) This PLM job was analyzed using Olympus BH-2 Pol Scope S/N 229915

Analyzed by: Valeriu Voicu 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by Appd E to Subpt E, 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or ELAP 198.6 for NOB samples or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: 

END OF REPORT _____

220041806



Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

Client: Westhill High School

Site: 125 Roxbury Road

Stamford, CT 06902

PAGE 1

Type: PLM

Collected by:
N. Varga

Date: 4/14/20

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	041420-1	Vo-Ag building, 2 nd flr stair/hallway	Spray-on fireproofing		
	041420-2	Vo-Ag building, garage	Spray-on fireproofing		
	041420-3	Vo-Ag building, agriculture mechanics hall	Spray-on fireproofing		
	041420-4	Vo-Ag building, Room 3	Spray-on fireproofing		
	041420-5	Vo-Ag building, stair 2 hallway	Spray-on fireproofing		
	041420-6	Vo-Ag building, 1 st flr entry	Spray-on fireproofing		
	041420-7	Vo-Ag building, 2 nd flr landing	Spray-on fireproofing		

CHAIN OF CUSTODY

Relinquished By: [Signature]
Date/Time: 4-15-16
Received By: [Signature] J. Byrne
Date/Time: 4/16/20 1025

Notes: 5-DAY TAT
Please analyze all samples
Email: rbrown@hygenix.com

220041806

Client: Westhill High School

Type: PLM

Site: 125 Roxbury Road

Collected by:
N. Varga

Stamford, CT 06902

PAGE 2

Date: 4/14/20



Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	041420-8	North building, outside Room 117	Sheet rock		
	041420-9	North building, main office break room	Sheet rock		
	041420-10	North building, outside custodian next to Rm 209	Sheet rock		
	041420-11	North building, school base health care ctr office	Joint compound		
	041420-12	North building, school based health care center	Joint compound		
	041420-13	North building, Room 222 doorway	Joint compound		
	041420-14	North building, Room 201 door frame	Joint compound		
	041420-15	North building, custodian next to Room 209	Joint compound		
	041420-16	North building, outside Room 118	Joint compound		
	041420-17	North building, Room 107	Joint compound		

CHAIN OF CUSTODY

Relinquished By: [Signature] Date/Time: 4-15-20 Received By: Date/Time:

Notes: 5-DAY TAT
Please analyze all samples
Email: rbrown@hygenix.com

220041806

Client: Westhill High School

Site: 125 Roxbury Road

Stamford, CT 06902

PAGE 3

Type: PLM

Collected by:
N. Varga

Date: 4/14/20




HYGENIX, Inc.

Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	041420-18	West building, Reynor Cafeteria	Sheet rock		
	041420-19	West building, Reynor Cafeteria	Sheet rock		
	041420-20	West building, outside swimming pool	Sheet rock		
	041420-21	West building, Reynor Cafeteria	Joint compound		
	041420-22	West building, Reynor Cafeteria	Joint compound		
	041420-23	West building, Reynor Cafeteria	Joint compound		
	041420-24	West building, Finch Cafeteria	Joint compound		
	041420-25	West building, Finch Cafeteria	Joint compound		
	041420-26	West building, outside swimming pool	Joint compound		
	041420-27	West building, Finch Cafeteria	Joint compound		

Notes: 5-DAY TAT
Please analyze all samples
Email: rbrown@hygenix.com

Relinquished By:  Date/Time: 4/15/20
Received By:  Date/Time: 4/16/20 10:25

CHAIN OF CUSTODY

220041806

Client: Westhill High School

Site: 125 Roxbury Road

Stamford, CT 06902

PAGE 4

Type: PLM

Collected by:
N. Varga

Date: 4/14/20



HYGENIX, Inc.

Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	041420-28	South building, outside Room 135	Sheet rock		
	041420-29	South building, hallway outside Reynor Cafeteria	Sheet rock		
	041420-30	South building, outside Reynor office	Sheet rock		
	041420-31	South building, Room 432	Sheet rock		
	041420-32	South building, Room 432	Joint compound		
	041420-33	South building, hallway outside Room 435	Joint compound		
	041420-34	South building, outside Room 305	Joint compound		
	041420-35	South building, 2 nd flr Reynor Cafeteria hallway	Joint compound		
	041420-36	South building, outside Room 427	Joint compound		
	041420-37	South building, outside Reynor office	Joint compound		

CHAIN OF CUSTODY

Revised By: *[Signature]*

Date/Time: 4/15/20

Received By: *[Signature]*

Date/Time: 4/16/20

1025

Notes: 5-DAY TAT
Please analyze all samples
Email: rbrown@hygenix.com

Client: Westhill High School

Site: 125 Roxbury Road

Stamford, CT 06902

PAGE 5

Type: PLM

Collected by:
N. Varga

Date: 4/14/20



HYGENIX, Inc.

Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATION\$	DESCRIPTION	QTY.	RESULT
	041420-38	Southwest building, 2 nd flr roof access	Sheet rock		
	041420-39	Southwest building, main office	Sheet rock		
	041420-40	Southwest building, ground flr hall near elevator	Sheet rock		
	041420-41	Southwest building, teacher's lounge	Sheet rock		
	041420-42	Southwest building, teacher's lounge	Joint compound		
	041420-43	Southwest building, teacher's lounge	Joint compound		
	041420-44	Southwest building, 2 nd flr roof access	Joint compound		
	041420-45	Southwest building, main office	Joint compound		
	041420-46	Southwest building, main office bathroom	Joint compound		
	041420-47	Southwest building, assistant principal's office	Joint compound		

Relinquished By: *[Signature]* Date/Time: 4-15-20 Received By: *[Signature]* Date/Time: 4/16/20 1025

CHAIN OF CUSTODY

Notes: 5-DAY TAT
Please analyze all samples
Email: rbrown@hygenix.com



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnaslab@EMSL.com

EMSL Order: 042009668
Customer ID: HYGE50
Customer PO:
Project ID:

Attention: Bob Brown
Hygenix, Inc.
49 Woodside Street
Stamford, CT 06902

Phone: (203) 324-2222
Fax: (203) 324-9857
Received Date: 04/21/2020 9:00 AM
Analysis Date: 04/29/2020
Collected Date: 04/14/2020

Project: Stamford Public Schools

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
QC041420-1 042009668-0001	Westhill - Vo-Ag 2nd Floor Stair Hall - Spray-on Fireproofing	Gray/White Fibrous Homogeneous	2% Cellulose 80% Min. Wool	18% Non-fibrous (Other)	None Detected
QC041420-11 042009668-0002	Westhill - School Based Health Care - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
QC041420-25-Joint Compound 042009668-0003	Westhill - Finch Cafeteria - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
QC041420-25-Texture 042009668-0003A	Westhill - Finch Cafeteria - Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
QC041420-37 042009668-0004	Westhill - Outside Reynon Office - Joint Compound	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
QC041420-45 042009668-0005	Westhill - Main Office - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s) _____
Olufunke Akintunde (6)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 04/29/2020 07:36:49



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS DIVISION

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

042009668

RECEIVED
EMSL
CINNAMINSON, N.J.
2020 APR 21 AM 10:04

Company Name : Hygenix, Inc.		EMSL Customer ID:	
Street: 49 Woodside Street		City: Stamford	State or Province: CT
Zip/Postal Code: 06902	Country: USA	Telephone #: 203-324-2222	Fax #:
Report To (Name): Robert Brown		Please Provide Results via: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
email Address: rbrown@hygenix.com		Purchase Order Number:	
Client Project ID: Stamford Public Schools		EMSL Project ID (internal use only):	
State or Province Collected: CT		CT only <input checked="" type="checkbox"/> Commercial/Taxable <input checked="" type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check.			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input checked="" type="checkbox"/> 32 Hour*
<input type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour	<input type="checkbox"/> 96 Hour	<input checked="" type="checkbox"/> 1 Week
<input type="checkbox"/> 2 Week			
*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		<u>Other tests (please specify)</u>	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material			
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 4-14-20	
Sampler's Name: Robert Brown		Sampler's Signature: <i>[Signature]</i>	
Sample #	HA #	Sample Location	Material Description
QC 041420-1		Westhill - Vo-Ag 2nd flr Stair hall	Spray-on fireproofing
QC 041420-11		Westhill - School based health care	Joint compound
QC 041420-25		Westhill - Finch Cafeteria	Joint compound
QC 041420-37		Westhill - Outside Reception Office	Joint compound
QC 041420-45		Westhill - Main Office	Joint compound
Client Sample # (s): QC 041420 - 1		QC 041420 - 45	Total # of Samples: 5
Relinquished by (Client): <i>[Signature]</i>		Date: 4-17-20	Time:
Received by (Lab): <i>[Signature]</i>		Date: 4-20-20	Time: 9:00
Comments/Special Instructions:			

Page 1 of 1 5

Controlled Document - COC-01 Asbestos Bulk - R4 - 09/10/2019

EMSL Analytical, Inc.'s (DBA: LA Testing) Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical Inc. constitutes acceptance and acknowledgment of all terms and conditions.

APPENDIX 3

ASBESTOS RESPONSE ACTION AND ABATEMENT REPORTS

(Note: This document includes work conducted between May 2017 and May 2020)

28-2087-045-22
April 13, 2020

Mr. Kevin McCarthy
Facilities Manager
City of Stamford Board of Education
Stamford Government Center
888 Washington Boulevard
Stamford, CT 06901

Re: **Asbestos Abatement Monitoring Report
Westhill High School
125 Roxbury Road, Stamford, Connecticut**

Dear Mr. McCarthy:

In accordance with our City of Stamford On-Call Contract #491 and our State of Connecticut Contract 18PSX0153, Tighe & Bond, Inc. (Tighe & Bond) performed project monitoring during the abatement of asbestos-containing materials (ACM) at Westhill High School located at 125 Roxbury Road in Stamford, Connecticut (the "Site"). Asbestos abatement was conducted to support renovations (the "Project") at the site.

Tighe & Bond has not received contractor documentation at this time. When the closeout documentation is received, it will be reviewed immediately and sent to the City of Stamford with a letter of transmittal. This transmittal can then be attached to complete final report.

This report is important documentation that must be kept on file at the school and the central location where Asbestos Management Plans (AMP) are kept. Two copies of the report have been submitted for distribution.

Monitoring Summary

Abatement of 30 square feet (SF) of asbestos-containing floor tile and mastic and 16 linear feet (LF) of wall caulk was conducted by AAIS Corporation, Inc. (AAIS) of West Haven, Connecticut. AAIS was selected by and contracted directly with the Client to perform the asbestos abatement work. Asbestos abatement activities were conducted on December 27, 2019.

Asbestos abatement was conducted in the following locations:

- Nurse's Office

Asbestos abatement was performed in accordance with the following regulations:

- The EPA Asbestos Hazard Emergency Response Act (AHERA) Regulations for Asbestos Containing Materials in Schools;
- Connecticut Department of Public Health (CTDPH) Standards for Asbestos Abatement;
- CTDPH Asbestos-Containing Materials in Schools Regulations; and
- Occupational Safety and Health Administration (OSHA) Asbestos in Construction regulations.



Asbestos abatement was performed under Asbestos Abatement during No Children Occupancy Courtesy Notification. AAIS filed the required State of Connecticut Asbestos Abatement Notification with the CTDPH prior to the commencement of asbestos abatement activities. The Asbestos Abatement during No Children Occupancy Courtesy Notification Letter and CTDPH notifications are provided in Appendix A.

Tighe & Bond's State of Connecticut licensed project monitor Mr. John Robert Hobbins performed project monitoring during asbestos abatement activities. Copies of Mr. Hobbins' project monitor certification and license are included in Appendix B. Abatement monitoring was conducted to observe the abatement contractor's work and compare their actions against the contracted scope of work and State and federal regulations. The project monitor was also responsible for conducting pre and post-abatement visual inspections of regulated work areas/containments, collecting final air clearance samples, and conducting post-teardown visual inspections.

A pre-abatement visual inspection was conducted for containments and critical barriers constructed for the project. Upon commencement of abatement activities, a daily work area inspection was conducted to ensure the integrity of the containments and critical barriers.

Following completion of abatement and final cleaning, a visual inspection was performed to ensure that the ACMs were removed. Post tear-down visual inspections were also performed to observe that dust or debris did not remain in the work areas. Copies of Tighe & Bond abatement monitoring field notes, and Certifications of Final Visual Inspection forms are included in Appendix C.

Final re-occupancy air clearance samples were collected within the work areas following encapsulation. Tighe & Bond is a State of Connecticut, Department of Public Health Approved Environmental Laboratory for Phase Contrast Microscopy (PCM) analysis. Samples were analyzed by Tighe & Bond's NIOSH 582 certified analyst Mr. Hobbins. Copies of Tighe & Bond's laboratory license and Mr. Hobbins' certifications are included in Appendix B. Samples collected were analyzed via PCM and were compared to the EPA AHERA and CTDPH re-occupancy air clearance criteria of 0.010 fibers per cubic centimeter (f/cc) of air. All re-occupancy air samples collected and analyzed were within re-occupancy criteria. Copies of the final re-occupancy air sample results, and chain-of-custody forms are attached in Appendix D.

Copies of the contractor's license, worker documentation, daily logs, worker sign-in sheets, personal air sampling records, and signed Waste Shipment Records (WSR) shall be reviewed upon delivery and sent to client as a separate attachment to complete this report. This attachment will complete the report as Appendix E.

Conclusions

The containment passed a visual inspection and final re-occupancy air clearance criteria prior to the containment teardown. Laboratory results indicate the PCM air clearance samples were below the re-occupancy standard of 0.010 f/cc of air.

The building owner must retain a copy of this report and contractor documentation for no less than a period of 30 years.

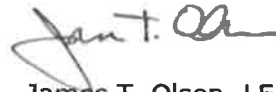


If you have any questions regarding this letter report, please contact us.

Very truly yours,
TIGHE & BOND, INC.



Meredith A. Febbraio
Project Manager
(203) 712-1140
mfebbraio@tighebond.com



James T. Olsen, LEP
Vice President
(860) 704-4761
jtolsen@tighebond.com

Enclosures:

Appendix A	Asbestos Abatement during No Children Occupancy Courtesy Notification and CTDPH Notification
Appendix B	Asbestos Project Monitor Licenses Tighe & Bond's Laboratory License
Appendix C	Project Monitoring Field Notes and Final Visual Inspection Form
Appendix D	PCM Final Air Clearance Reports
Appendix E	Contractor Closeout Documentation

Tighe&Bond
Engineers | Environmental Specialists



PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Number: 28-2087-045 Date: 12-27-19
 Project Name: Westhill HS
 Contractor: MAHS License Number: _____
 Project Monitor: Bob Hobbinis Project Monitor License Number: 67
 Scope of Work: Floor Tile & Mastic 305F. (Noise office)

Sample ID Number	Sample Location	Project Activity	Sample Time		Sample Duration (Min.)	Flow Rate			Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off		Pre	Post	Avg.			
1227511-01	Blank	Prep/Remove	/	/	/	/	/	/	0/100	0.0	
02	Blank		/	/	/	/	/	/	0/100	0.0	
03	Corridor ops Nurse		1045	1045	245	6.5	6.5	6.5	1,593	0.0043	
04	Inside Work Area	FAC	1100	1130	90	15.0	15.0	15.0	1,350	40.0020	
05			1101	1231	90	15.0	15.0	15.0	1,350	40.0020	
06			1102	1232	90	15.0	15.0	15.0	1,350	40.0020	
07			1103	1233	90	15.0	15.0	15.0	1,350	40.0020	
08			1104	1234	90	15.0	15.0	15.0	1,350	40.0020	
09									1/100	0.0020	

Samples Collected By: Bob Hobbinis Date: 12-27-19 Time: _____
 Samples Analyzed By: Bob Date: 12-27-19 Time: _____
 Lab-Drop-Off Lab Name: _____ Turnaround Time: _____
 Samples Relinquished By: _____ Date/Time: _____
 Results Reviewed By: _____ Samples Received By: _____ Date/Time: _____
 Special Instructions: _____

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Construction Manager Services
For New Westhill High School

The Consultant is required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, which must apply on a per location/per project basis. Such coverage shall include the following:
 - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later;
 - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Consultant and the City of Stamford;
 - (c) Broad form property damage coverage;
 - (d) Personal injury and advertising liability;
 - (e) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds;
 - (f) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
 - (a) Coverage for all owned, non-owned and hired vehicles;
 - (b) City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds.
5. Excess or Umbrella liability insurance, on a follows-form basis to supplement the commercial general liability and auto liability policies with a minimum \$3,000,000 aggregate limit.
6. Pollution Legal Liability insurance, with a minimum limit of liability of \$2,000,000, which will protect the Consultant and the City from claims arising

from pollution releases caused while working on this project. Such policy should be a package policy with General Liability. (not a stand-alone policy or an endorsement to the General Liability policy) Policy cannot exclude losses due to asbestos removal, abatement and its disposal.

7. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Consultant. Insurance coverage should extend to any subcontracted work or services. The minimum limit of liability shall be \$10,000,000 per claim or per incident and in the aggregate.
8. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Consultant and the City of Stamford or the date the Consultant commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the Consultant, whichever is later.
9. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford, Board of Education and their employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the City of Stamford, Board of Education and their employees, agents and officers.
10. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
11. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
12. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Consultant shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Consultant's failure to renew said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Consultant's obligations to comply with all provisions of these insurance requirements hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	123456789	01/01/2023	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,000 MED EXP (Any one person) \$ XXX,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	123456789	01/01/2023	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	45678910	01/01/2023	12/31/2023	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	123456789	01/01/2023	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution Liability Professional Liability/E&O		X	123456789	01/01/2023	12/31/2023	Poll. Occur/Agg \$2,000,000 Prof. Occur/Agg \$10,000,000	

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

City of Stamford, Board of Education and their employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford, Board of Education and their employees, agents and officers.

CERTIFICATE HOLDER**CANCELLATION**

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

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**MAYOR
CAROLINE SIMMONS**



**PURCHASING MANAGER
ERIK J. LARSON**

Phone: (203) 977-4107
Email: elarson@stamfordct.gov

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152**

**ADDENDUM NO. 1
September 29, 2023
2024.0122**

**City RFP – Construction Manager Services for New Westhill High School, 125 Roxbury Road, Stamford, CT
State Project #135-0280 N**

Addendum No. 1 is being issued to all potential bidders to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the Contract Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments must be acknowledged, either in the space provided on the Bid Form or on the Contractor's Form of Proposal. Failure to do so may subject the Bidder to disqualification.

The items and references are as follows.

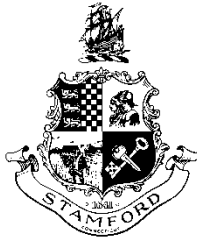
- An Excel spreadsheet for Appendix 1 & 2 – Fee Proposal and Detailed General Conditions has been posted to ProcureWare. The bid form has been modified to allow proposers the ability to upload the spreadsheet separately.

All other terms and conditions of **No. 2024.0122** remain the same.

Erik Larson
Purchasing Agent

cc: Domenic Tramontozzi, Sr. Construction Manager
Purchasing Department File

MAYOR
CAROLINE SIMMONS



PURCHASING MANAGER
ERIK J. LARSON
Phone: (203) 977-4107
Email: elarson@stamfordct.gov

CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

ADDENDUM NO. 2
October 13, 2023
2024.0122

City RFP – Construction Manager Services for New Westhill High School, 125 Roxbury Road, Stamford, CT
State Project #135-0280 N

Addendum No. 2 is being issued to all potential bidders to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the Contract Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments must be acknowledged, either in the space provided on the Bid Form or on the Contractor's Form of Proposal. Failure to do so may subject the Bidder to disqualification.

The items and references are as follows.

Q: As this assignment will extend through 2029, how should proposers address Cost of Living hourly rate adjustments? Should CM's include current rate, to be adjusted annually after award, or include an adjusted aggregate / escalated rate calculated through the life of the project?

A: Proposers shall contemplate the anticipated schedule for the job in the development of its lump fees and monthly rates per the fee proposal form and general conditions supporting documents. In addition, proposers should provide an hourly rate schedule for staffing that outlines how rates are developed and/or adjusted over time, in the event the contract requires modification, these rates will be the basis for use in change orders.

Q: The RFP and Appendix 1 identify the construction schedule as being 42-months. However, the timeline outlined on page 3 of the AIA A133 equates to approximately 45 months (10/1/25-6/30/29). Please advise what timeline we should follow for purposes of the base fee proposal.

A: Use the figure of 42 months.

In the sample AIA133 Section § 1.1.4.3 Substantial Completion is revised as follows:

Substantial Completion date or dates: March 31, 2028 for the new building ~~June 30, 2029~~ March 31, 2029 for the abatement and demolition of the existing building and remaining site work including athletic fields

All other terms and conditions of **No. 2024.0122** remain the same.

Erik Larson

Purchasing Agent

cc: Domenic Tramontozzi, Sr. Construction Manager
Purchasing Department File

Page 1 of 1