



REQUEST FOR PRICING #01

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTERS 33 Laurel Street, Branford CT 06405 October 11th, 2024

- Downes Construction Company, LLC as Construction Manager for the above project and is requesting lump sum pricing to furnish and deliver FOB Jobsite (unless specifically noted otherwise) the items as listed below. All lump sum pricing shall be submitted on the bidders own company letterhead/Email specifically referencing the Specs. Section and Drawings the pricing is based on. Pricing due by 11/01/24 to be submitted via e-mail to branfordpdbid@downesco.com

2.

<u>Specs.</u> <u>Section</u>	<u>Description</u>	<u>Schedule / Product On-Site</u>	<u>Pricing Due</u> <u>To Downes</u>
10 11 00	Visual Display Boards (<i>Furnish Only</i>)	Approx. November 2025	ASAP
10 14 19	Cast Room Signs (<i>Furnish and Install – See below for addl. Requirements</i>)	Approx. November 2025	ASAP
10 14 23	Panel Room Signs (<i>Furnish and Install – See below for addl. Requirements</i>)	Approx. November 2025	ASAP
10 21 13	Toilet Compartments (<i>Furnish and Install – See below for addl. Requirements</i>)	Approx. November 2025	ASAP
10 22 13	Wire Mesh Partitions (<i>Furnish and Install – See below for addl. Requirements</i>)	Approx. November 2025	ASAP
10 26 00	Wall & Door Protection (<i>Furnish Only</i>)	Approx. November 2025	ASAP
10 28 00	Toilet and Bath Accessories (<i>Furnish Only</i>)	Approx. November 2025	ASAP

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

10 44 16	Fire Extinguishers <i>(Furnish Only)</i>	Approx. November 2025	ASAP
11 31 00	Residential Appliances <i>(Furnish Only)</i>	Approx. November 2025	ASAP
11 53 00	Forensic Lab Equipment <i>(Furnish Only)</i>	Approx. November 2025	ASAP
12 21 13	Horizontal Louver Blinds <i>(Furnish and Install – See below for addl. Requirements)</i>	Approx. November 2025	ASAP
12 24 13	Roller Window Shades <i>(Furnish and Install – See below for addl. Requirements)</i>	Approx. November 2025	ASAP

3. **DRAWINGS AND SPECIFICATIONS (All Sections)** – Refer to Jacunski Humes Architects Drawings dated August 26th, 2024 and Specifications for all work.
4. **INSURANCE REQUIREMENTS (Furnish and install sections only)** – The successful bidder and ALL of its lower-tier Subcontractors will be required to provide insurance in accordance with the limits set forth in Downes Construction Company’s Supplemental Instructions and Attachment “A” Sample Accord form or those indicated elsewhere in the Specifications. Whichever coverage may be higher. Refer to the Downes Supplemental Instructions for additional information.
5. **CERTIFIED PAYROLL PROCESS (Furnish and install sections only)** – The successful bidder will be required to submit certified payrolls on a WEEKLY basis. Failure to do so will jeopardize the payment of monthly requisitions. Refer to the Downes Supplemental Instructions for additional information.
6. **SUPPLEMENTAL INSTRUCTIONS (All Sections)** - All components within the Downes Supplemental Instructions shall apply to all subcontractors. All subcontractors are reminded to review the Downes Supplemental Instructions thoroughly prior to submitting their bid as they will be strictly enforced after contract award.
7. The project site DOES NOT have the capacity to store material.
8. Downes Construction Company, LLC is an Affirmative Action / Equal Opportunity Employer.
Small/Minority/Women’s Business Enterprises are encouraged to apply.

GENERAL

9. **CONTRACT DOCUMENTS** - The Contract Documents for this Bid Package include but are not limited to:
 - A. Jacunski Humes Architect’s Project Manual dated August 26th, 2024 and its complete contents including, Specifications and Supplementary Information for Additions and Renovations to the Branford Police Department for the Town of Branford (See separate project manuals);

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

- B. Jacunski Humes Architect's complete set of drawings for Additions and Renovations to the Branford Police Department dated August 26th, 2024 (See complete drawing sets);
 - C. Downes Construction's Project Manual / Bidding and Contract Requirements for Invitation To Bid #01 and its complete contents dated September 26th, 2024
 - D. Request To Bid dated October 11th, 2024 (Bound in Downes Project Manual);
 - E. AIA Document A701 – 2018 – Instructions to Bidders
 - F. This General Items – All Trade Packages (Bound in Downes Project Manual);
 - G. Scopes of Work (Bound in Downes Project Manual);
 - H. Bid Form (Bound in Downes Project Manual);
 - I. Acknowledgment of Surety (Bound in Downes Project Manual);
 - J. Non-Collusion Affidavit (Sample Form) (Bound in Downes Project Manual);
 - K. Insurance Accord Form (Sample Bound in Downes Project Manual);
 - L. AIA Document A305 – 2020 – Contractor's Qualification Statement
 - M. Prevailing Wage Rates (Bound in Downes Project Manual);
 - N. Downes Supplemental Instructions (Bound in Downes Project Manual);
 - O. Preliminary Baseline Schedule (Bound in Downes Project Manual);
 - P. Drawing & Specification Log (Bound in Downes Project Manual);
 - Q. AIA Document A401 – 2017 - Agreement between Contractor and Subcontractor (Sample Bound in Downes Project Manual); - To be distributed via future addendum.
 - R. Downes Sample Forms (Bound in Downes Project Manual):
 - A. Partial Waiver of Lien
 - B. Final Lien Waiver
 - C. Stored Material Sample Forms
 - D. Change Order Proposal Form
 - E. Background Check Compliance Agreement
 - F. Subcontractor Orientation
 - S. AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor;
 - T. AIA Document A201 - 2017 - General Conditions of the Contract for Construction
 - U. Site Logistics Plan SL-1 dated: 9/26/24 (Located in project manual)
 - V. Site Phasing Drawings PH-1 & 2 dated: 9/26/24 (Located in project manual)
 - W. Addenda and/or supplementary information as may be issued within the bid period.;
10. **BACKGROUND CHECKS** - The cost of background checks and badging shall be included base bid. Refer to the Invitation to Bid and Supplemental Instructions.
11. **QUALIFICATION STATEMENT** – Any subcontractor bidding on this scope of work shall provide sufficient evidence of completion of similar size/scope of municipal or state projects within the past 5 years in order to be eligible to submit pricing for the scope of work described within. Provide sufficient documentation and a project list attached to your bid form for documentation purposes to ensure your firm is capable of completing this scope of work. Failure to do so could result in possible rejection of your bid(s). Refer to AIA A305 form for inclusion as part of your bid.

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

12. **PERSONNEL CONDUCT** - There will be a strict policy of absolutely **NO CONTACT OR FRATERNIZATION WITH TOWN PERSONNEL** and NO use of foul or offensive language on the jobsite. In addition, there is NO SMOKING allowed on the jobsite. Immediate and permanent dismissal will result for failure to abide by these policies. See Supplemental Instructions Paragraph QQ and RR for additional information.
13. **CONSTRUCTION IMPACT ON ADJACENT STREETS AND PROPERTY** -All Subcontractors must pay special attention to pedestrian and vehicular activity that will occur adjacent to construction activities and the jobsite. Vehicles and equipment shall not be left unattended at any time and shall not interfere with pedestrian and vehicular traffic. Deliveries must be closely coordinated with the Construction Manager. Due to the close proximity of adjacent buildings and structures construction means and methods may have to be adjusted to prevent damage and disruption of business activities.
14. **JOBSITE SAFETY TRAINING AND IDENTIFICATION** - Downes will hold a jobsite safety and orientation meeting for all subcontractors. Each and every one of the Subcontractors employees must understand, acknowledge and fully execute the orientation form. "Safety Trained Hard Hat Label Identification" stickers will be distributed and logged at that time. These stickers shall be placed on the individual's hard hat in a prominent location. See Supplemental Instructions Paragraph R for additional information.
15. **STORED MATERIALS** – All Subcontractors should note that payment of stored materials will be acceptable in accordance with Supplemental Instructions Paragraph E. There will be no long-term storage of equipment or materials available on the jobsite.
16. **SCAFFOLDING USE PROGRAM** – Each Subcontractor is responsible for complying with the Downes Scaffolding Use Program. Copy available upon request.
17. This Subcontractor is responsible for all components within the **Downes Supplemental Instructions**, included within the Project Manual. All Subcontractors are reminded to review the Downes Supplemental Instructions thoroughly prior to submitting their bid as they will be strictly enforced after Contract Award.
18. This Subcontractor is required to familiarize themselves with existing conditions via a walkthrough or jobsite visit. Only by doing a walk-through can the full scope of the work be determined as the bid package and bid documents indicate the intent of the project and only through field examination can the complete type and scope of work and existing conditions be determined and quantified.
19. This Subcontractor is required to familiarize themselves with existing conditions and items to remain prior to commencing with this scope of work. Every effort is expected to be made NOT to damage the existing conditions. This Subcontractor will be responsible for repair and/or replacement of any damage attributable to this scope of work at no additional cost to the Owner.
20. Where the Contract Documents require compliance with more than one requirement with respect to any aspect of the project, the better quality or more stringent requirement is intended.

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

21. This Subcontractor is responsible for all Contract Drawing Notes, Key Notes and General Notes, as they relate to this Subcontractors scope of work.
22. This Subcontractor is responsible for all specifications as they relate to this scope of work, regardless of whether or not the Specification is noted above.
23. This Subcontractor is responsible for any and all winter conditions required to execute this scope of work including snow and ice removal required to execute this scope of work.
24. ALL Subcontractors and their lower tier Subcontractors must submit insurance certificates to Downes prior to starting work. Insurance coverage shall be in complete accordance with Attachment "A" and the Supplemental Instructions. This Subcontractor is required to carry Professional Liability Insurance and Pollution liability Insurance, as required for their scope of work.
25. This project is prevailing wage and this Subcontractor is required to submit certified payrolls. Failure to do so will jeopardize the payment of monthly requisitions. Payments and/or requisitions will be held until all documents are up to date. Reference Supplemental Instructions Paragraph F.
26. This project is prevailing wage and this Subcontractor is required to submit certified payrolls. Failure to do so will jeopardize the payment of monthly requisitions. Payments and/or requisitions will be held until all documents are up to date. Reference Supplemental Instructions Paragraph F.
27. This Subcontractor is responsible for the cost to file and obtain all required permits/licenses, bonds with the Town/City this scope of work beyond the general building permit and state education fee as well as all other AHJ/Regulatory Agencies. The cost for building permit and state education fee is by others. This Subcontractor must provide copies of all permits/licenses before commencing with work. In addition, all inspections, filings, fees and certificates required by the Town/City and State Authorities Having Jurisdiction for approval of this work is the responsibility of this Subcontractor.
28. This Subcontractor is responsible for all the Town/City's requirements and to follow all local and state building codes.
29. If required by the Architect/Engineer, this Subcontractor shall sign any required release and pay for any CAD/Revit files to be utilized for coordination or any other purpose.
30. This Subcontractor is responsible for all layout by a licensed surveyor, all field engineering, field layout, field measuring, surveying, verification of field dimensions required to execute this scope of work. This Subcontractor will establish all line and grade for the performance of this scope of work and shall coordinate with other Subcontractors on site. Downes or a designated contractor will provide horizontal and vertical control points for layout/engineering purposes for this Subcontractor to execute this scope of work.

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

31. Coordinate and review all shop drawings and submittals from other Trade Contractors that affect the fabrication and installation of work covered under their Scope. This includes but is not limited to verification and comparison of rough openings in walls, ceilings and/or floors for the passage or installation of construction items furnished and installed by this scope of work or other trade Subcontractors. Downes will endeavor to provide copies of all approved shop drawings/submittals to the individual trades affected by their contents. However, this shall not relieve the Trade Subcontractor from this coordination process. If this Subcontractor feels they have not received shop drawings/submittals to properly coordinate their work, they are responsible for requesting them in writing from Downes prior to proceeding with the work.
32. This Subcontractor is responsible for adhering to all OSHA requirements for the duration of the project. The following items are meant to point out a few specific items and does not limit all subcontractors from adhering to any and all OSHA requirements at all times, also reference the Supplemental Instructions.
- This Subcontractor will provide submit a detailed, **PROJECT SPECIFIC**, Safety and HAZMAT Communication plan, including all SDS sheets (Safety Data Sheets) no later than (5) business days before starting this scope of work. In addition, this Subcontractor will include daily activity hazard analysis (AHA) detailed job hazard analysis (JHA) for all work activities.
 - Helmet style hard hats with chin straps are required by this Subcontractor and all lower tiered subcontractors.
 - This Subcontractor will provide drinking water for their employees regardless of Specifications, also reference OSHA CFR 1926.51 (a)(2) Sanitation.... Employer shall supply potable drinking water, etc....
 - This Subcontractor will provide all lifts, staging, scaffolding and hoisting required to complete this scope of work in accordance OSHA and Downes' "Scaffold Use Program". (Copy available upon request).
 - This Subcontractor will provide, maintenance, relocation and removal of all fall protection guardrails, handrails, perimeter cables and opening covers to meet OSHA requirements, as required throughout the project. Special attention must be given to the fact that a construction project is an ever-changing environment which requires frequent revisions to safety systems, communication, coordination and cooperation must be established with other trades in an effort to eliminate any unsafe conditions.
 - This Subcontractor will provide, OSHA required, fall arrest or prevention systems and any and all PPE to their employees necessary to execute this Scope of Work.
 - This Subcontractor will provide temporary protection and/or barricades, in accordance with OSHA requirements, in all areas as required in completing this scope of work. This Subcontractor is also responsible for maintaining this same protection until completion of this scope and safety is assumed by another Subcontractor.
 - This Subcontractor is responsible for any and all lead in Construction work necessary to execute this scope of work. All applicable OSHA rules, regulations and guidelines are applicable.
 - This Subcontractor will provide any fire watch necessary for the performance of "hot work" activities. In addition, a certified fire extinguisher needs to be placed in the general vicinity of the "hot work". A "hot work" permit will be issued daily upon request by Downes.
33. Each Subcontractor is responsible for their own cleanup including food and beverage containers, trash and debris generated by this subcontractor, as outlined in the Supplemental Instructions. Cleanup will take place daily. In addition to the aforementioned cleanup requirements, each Subcontractor shall include at a minimum

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

three (3) labor hours each week they are on site to provide project cleanup, as directed by Downes. Disposal of trash and debris will be in the assigned dumpster provided by Downes, unless noted otherwise within this scope of work. Cleanup by this trade will be monitored accordingly by Downes. If this subcontractor is non-compliant Downes reserves the right to supplement cleanup for this subcontractor 24 hours after written notice of non-compliance. All associated costs for supplemented labor is the responsibility of this Subcontractor and will be at no additional cost to the Owner or Downes.

34. Downes is responsible to provide construction waste management dumpsters, unless otherwise noted in this Scope of Work. This Subcontractor is responsible to ensure that all items are sorted, transported and disposed of per the Contract Documents and is to be in accordance with Division 1 Construction Waste Management & Disposal including all related Sustainable Design Requirements – State of CT HPS for New Construction and Major Renovations. All proper disposal documentation of any of the above items shall be provided to the Construction Managers monthly and/or with the monthly requisition billing cycle (as applicable). Each Subcontractor will be responsible for the sorting of all construction waste/debris, in accordance with the requirements noted above.
35. This Subcontractor is responsible for on-site Construction Waste Management and Construction Indoor Air Quality Management Plan-During Construction and Sustainable Design Requirements. This Subcontractor is required to review all credits and provide submittals for approval prior to the commencement of work and shall follow through with all associated documentation and paperwork in order to achieve the required HPS points. All documentation required to be submitted by this Subcontractor will be reviewed in accordance with the monthly requisition billing cycle, failure to maintain the required HPS submittals and documentation will be justification for non-payment.
36. This Subcontractor is responsible for the Downes Construction, Construction Waste Management and Indoor Air Quality Plans, including all forms, spread sheets, etc.... (Bound in the Project Manual) . These plans are to be used in concert with the responsibilities set forth in each Subcontractors scope of work and the Contract Plans and Specifications.
37. This Subcontractor will be required to make multiple mobilizations in order to meet the project schedule. No additional compensation will be issued for multiple mobilizations.
38. This Subcontractor is responsible to arrange for their own OFF-SITE parking for all their employees, including sub-subcontractors, for the duration of the Project. Site supervisors for each subcontractor may be limited to one truck on site. All on street parking is not guaranteed. Truck access on Town/City/State Streets may require a flag person to make the turn into the site thru the gate(s).
39. This Subcontractor is responsible for all “Special Warranties”, warranties, guaranties, training, start-up, required for this Scope of Work. “Substantial Completion” shall be defined as when the Owner accepts the building for its intended use. All required warranties and guarantees are to be project specific with a clearly defined start date and commence at this time.

RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES REQUEST FOR PRICING #01

40. All Bids submitted that are in excess of \$1,000,000 are required to submit a Department of Administrative Services Prequalification Certificate and update (bid) Statement with their bid. The Subcontractor shall hold a current "DAS Prequalification Certificate" from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statute 4a-100, 4b-100 and 4b-91. Failure to submit these items with the bid will result in disqualification of the bidder per the public act. DAS is required of all sub-bidders regardless of their tier with contract values in excess of \$1,000,000. Sub-bidders' prequalification certificates are not required to be submitted with the bid but must be submitted prior to award. All Subcontractors requiring DAS certification must maintain the certification for the duration of the project.
41. This Subcontractor is responsible to refer to the Site Logistics plan for access, temporary fence and notes. Downes reserves the right to change any aspect of phasing and/or site logistics in the best interests of the Owner, at no additional cost. This Subcontractor is responsible to provide and maintain access to throughout the site to facilitate this trade's work, throughout the course of construction.
42. This Subcontractor shall include all man-lifts and staging in their lump sum bid required to complete this scope of work. Subcontractor shall be responsible for the means and methods of obtaining safe access for their workers in compliance with OSHA regulations.
43. The use of man-lifts on this project shall be limited to areas of the building where deck heights exceed 14'-0" AFF, and can be safely supported by the existing /new structure. This contractor shall submit for approval to DCC and the EOR, proposed equipment with supporting data independently confirmed by a CT. licensed engineer on behalf of the subcontractor. Subcontractor shall not assume the use of man lifts throughout the project, given access restrictions, low height of structure, and low psf of one-way reinforced slabs. Subcontractor shall visit the site pre-bid and be familiar with the existing conditions and design documents. This subcontractor shall carry equipment that is fully coordinated to this project to provide a complete scope of work. No additional compensation shall be paid for the exclusion of lifts or methods that do not meet these criteria, or for loss of production due to the subcontractor's assumptions.
44. Furnishing, Installing and Maintaining the construction temporary chain link fence is BY OTHERS, except where removal, relocation, installation of additional temporary fence is needed to facilitate this Subcontractors Scope of Work.
45. This Subcontractor is responsible to maintain a secure and safe site and shall keep the building(s) secure at all times. This includes but may not be limited to installing temporary doors to prevent access.

SPECIFIC

46. 10 14 23 - Panel Signage – This subcontractor shall provide as-built templating of the existing dimensional signage slated for reinstallation as noted in note 1 on A12.2
47. 10 14 23 - Panel Signage – This subcontractor is responsible to furnish and install the new signage for the food pantry canopy as indicated on A5.8.

**RENOVATIONS AND ADDITIONS TO THE BRANFORD POLICE HEADQUARTES
REQUEST FOR PRICING #01**

END REQUEST FOR PRICING #01

RENOVATIONS TO THE BRANFORD POLICE HEADQUARTERS

TABLE OF CONTENTS

DOWNES PROJECT MANUAL REQUEST FOR PRICING #01 October 11th, 2024

1. Cover Page;
2. Table of Contents for the Downes Project Manual;
3. Legal Forms Posted to The Sound & NH Register
4. AIA Document A701 Instructions to Bidders
5. Downes Request for Pricing #1 dated October 11th, 2024;
6. Scopes of Work for the following Bid Packages:

<u>Specs. Section</u>	<u>Description</u>
10 11 00	Visual Display Boards <i>(Furnish Only)</i>
10 14 19	Cast Room Signs <i>(Furnish and Install – See below for addl. Requirements)</i>
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11 53 00	Forensic Lab Equipment <i>(Furnish Only)</i>

7. Sample Insurance Accord form;
8. Prevailing Wage Rates (Bound in DCC Project Manual);
9. Downes Construction Company Supplemental Instructions;
10. Construction Baseline Schedule;
11. AIA Document A401– 2017 – Standard Form of Agreement between Contractor and Subcontractor (TO FOLLOW IN ADDENDUM)
12. Background Check Compliance Agreement;
13. Partial Waiver of Lien form;
14. Final Lien Waiver form;
15. Sample forms for Stored Material;
16. Sample Warranty / Guarantee form;
17. Change Order Proposal form;
18. Subcontractor Orientation form;

ACORDTM**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		CONTACT NAME:	
AGENT NAME		PHONE (A/C, No, Ext):	FAX (A/C, No):
AGENT ADDRESS		E-MAIL ADDRESS:	
AGENT PHONE #		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Ins. Co. name & rating	
		INSURER B : (Must have AM Best rating	
		INSURER C : A-/VII or better - the	
		INSURER D : rating must be shown on	
		INSURER E : the certificate)	
		INSURER F :	
INSURED		NAIC #	
SUBCONTRACTOR NAME			
ADDRESS			

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	Policy Number	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	Policy Number	MM/DD/YY	MM/DD/YY	<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
B	Professional Liab Pollution Liab IF APPLICABLE			Policy Number Policy Number	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	\$1,000,000 / Occ (min) \$1,000,000 / Occ (min)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: "BRANFORD POLICE DEPARTMENT "

Downes Construction Company, LLC, Town of Branford, and Jacunski Humes Architects, LLC are included as Additional Insured on a primary and non-contributory basis, for ongoing and completed operations, as respects general liability, automobile liability and umbrella/excess liability policies. Waiver of Subrogation applies on all policies in favor of the additional insureds. All insurance policies shall be endorsed to provide 30-Day Notice of Cancellation to the Certificate Holder.

CANCELLATION**CERTIFICATE HOLDER**

Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06051

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



Minimum Rates and Classifications
for Building Construction

ID#: 24-66710

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:
State#:
Project: Town of Branford Police Department: Renovations

Project Town: Branford
FAP#:

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	47.06	33.30
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	38.81	32.20
3c) Tile and Stone Finishers	32.0	26.69
3d) Marble & Terrazzo Finishers	33.0	25.69
3e) Plasterer	44.52	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	34.5	27.26
4) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	34.75	27.26
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	35.0	27.26
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	35.5	27.26
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	35.25	27.26
4e) Group 6: Blasters, nuclear and toxic waste removal.	37.5	27.26
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	37.5	27.26
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	35.0	27.26
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	34.5	27.26
4i) Group 10: Traffic Control Signalman	20.7	27.26
4j) Group 11: Toxic Waste Removers A or B With PPE	37.5	27.26

As of: September 20, 2024

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	39.54	28.68
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5a) Millwrights	40.56	28.87
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	44.6	34.71+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.5	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	41.63	25.80+ a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
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----OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	50.79	28.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a
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As of: September 20, 2024

Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	48.22	28.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	47.4	28.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	45.63	28.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	42.57	28.80 + a
Surveyor: Chief of Party	45.87	28.80 + a
Surveyor: Assistant Chief of Party	42.3	28.80 + a
Surveyor: Instrument Man	40.7	28.80 + a
Surveyor: Rodman or Chainman	35.03	28.80 + a

-----PAINTERS (Including Drywall Finishing)-----

As of: September 20, 2024

10a) Brush and Roller	38.07	25.80
10b) Taping Only/Drywall Finishing	38.82	25.80
10c) Paperhanger and Red Label	38.57	25.80
10e) Blast and Spray	41.07	25.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	49.58	36.15
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	45.0	23.85 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.5	23.85 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.89	42.90
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	49.58	36.15
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	33.16	32.36 + a
17b) 3 Axle, 2 Axle Ready Mix	33.27	32.36 + a

17c) 3 Axle Ready Mix	33.33	32.36 + a
17d) 4 Axle	33.39	32.36 + a
17e) 4 Axle Ready Mix	33.44	32.36 + a
17f) Heavy Duty Trailer (40 Tons and Over)	35.66	32.36 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	33.44	32.36 + a
17h) Heavy Duty Trailer up to 40 tons	34.39	32.36 + a
17i) Snorkle Truck	33.54	32.36 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	49.98	32.85 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: September 20, 2024

As of: September 20, 2024

SUPPLEMENTAL INSTRUCTIONS

Intent

These Supplemental Instructions are intended to provide the bidder/subcontractor a list of additional terms, conditions and expectations related to working on or providing goods and/or services for a Downes Construction Company (DCC) construction project. By submitting a bid and/or proposal, the Contractor is agreeing to abide by the terms and conditions of these Supplemental Instructions along with all other Contract Documents.

Where elsewhere in the Contract Documents require compliance with more than one requirement with respect to any aspect of the project, the better quality or more stringent requirement is intended.

Section 1 - Definitions

Where in the Contract Documents the title “Construction Manager”, “Design Builder”, “Contractor”, “Trade Contractor”, “Subcontractor” or “Respective Contractor” is used it means the entity normally responsible for the work referenced. That entity will be assigned the scope of work term “Subcontractor” when entering into a contract with Downes Construction Company (DCC).

Section 2 - General Requirements

A. Contract

The Subcontractor (Trade Contractor, Contractor, Respective Contractor, Vendor) will enter into an agreement with DCC in complete accordance with the terms described in the AIA Document A401 – 2007 Standard Form of Agreement Between Contractor and Subcontractor or such other form or with such other entity specifically described elsewhere in the Contract Documents. The Subcontractor is solely responsible for the scope of work assigned.

B. Performance and Payment Bonds

Unless indicated elsewhere in the Contract Documents, the Subcontractor shall furnish DCC with 100% Performance and Labor and Material Payment bonds, in the amount of 100% of the Contract amount with a “dual obligee”. Surety companies providing performance and payment bond(s) must be licensed to do business in Connecticut and be approved as sureties on Government contract pursuant to U.S. Treasury Circular No. 570, published annually in the Federal Register. All Performance Bonds, and Labor and Material Payment Bonds submitted to DCC must use a Subcontractor Performance Bond Form A, or some facsimile thereof. Bonds should **not** be submitted on an AIA Document A311 or A312. Subcontractors are to include the cost of said bonds in their lump sum base bid and indicate the “break out” cost of the bonds in the appropriate space on the bid form.

A generic form for the Dual Obligee is acceptable.

C. Tax Exempt

This project is tax exempt. Resident Subcontractors must request a tax-exempt certificate from DCC in advance of material procurement or ordering of materials. Requests must be submitted to DCC within two (2) weeks of notice to proceed.

D. State Sales Tax Bond

Non-resident Subcontractors will furnish the Commissioner of Revenue Services in Connecticut a guarantee bond equal to 5% of their contract amount to secure payment of the Connecticut State Sales Tax payable with respect to tangible personal property used or consumed to carry out such contract. The Subcontractor will forward the bond to DCC within two (2) weeks of notice to proceed.

E. DAS Prequalification

Bid Packages that the Construction Manager estimates have a value in excess of \$1,000,000 are designated as such on the Invitation to Bid. Prospective bidding Subcontractors on these packages and all lower tier subcontractors whose subcontracts exceed \$1,000,000 must be prequalified by the State of Connecticut Department of Administrative Services (DAS) for the appropriate classification of work. The Subcontractor shall hold a current "DAS Prequalification Certificate" from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statute 4a-100, 4b-100 and 4b-91 and shall submit a current update (bid) statement with their bid. Failure to submit these items with the bid will result in disqualification of the bidder per the public act. DAS is required of all sub-bidders regardless of their tier with contract values in excess of \$1,000,000. Sub-bidders prequalification certificates are not required to be submitted with the bid but must be submitted prior to award. All Subcontractors requiring DAS certification must maintain the certification for the duration of the project.

Refer to the Project Labor Agreement and the Downes Implementation Plan provided for additional information and requirements.

All subcontractors are required to submit their CHRO affirmative action plan and or **set-aside plan** and are encouraged to utilize a consultant firm to assist in compiling company specific information for their respective Affirmative Action Plans before submission to CHRO for approval. See Set Aside Plan format dated: 8/15/2010 and a list of recommended consultants attached with this Addendum. An additional 2% retainage will be held on this subcontractor until their plan is approved by CHRO.

F. Insurance Requirements (Referenced as Attachment "A" in all agreements)

The Subcontractor along with its entire lower tier Subcontractors will provide insurance in complete accordance with the following:

The following is applicable to all required insurance policies (See attached sample ACCORD form for additional clarification and specific requirements):

Insurer – All insurers must have an A.M. Best rating of A- VII or better and admitted to conduct business in the state.

Additional Insured –DCC, Owner, Program Manager/Owner’s Representative (if required) the Project Architect and other such entity(s) required by DCC, shall be named Additional insured’s under your policies, as well as, other parties which are required by the contract. Coverage’s must be written on a primary and non-contributory basis and a Waiver of Subrogation provision must be included, with respect to all parties concerned.

Waiver of Subrogation – All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against all the Additional insured’s as well as their subsidiaries, employees, volunteers, directors and officers.

Other Insurance Clause – This clause must state that the contractor’s/subcontractor’s policy is Primary and (Non-contributory) the insurer will not seek contribution from other insurance available to all the Additional insured’s.

Notice of Cancellation – Non-Renewal or Material Change – All policies shall be endorsed to require at least a 30 day written notice by the insurer of cancellation, non-renewal, or material change, except for a ten day notice for non-payment of premium. This notice shall be sent to the Project Manager at DCC.

Deductibles/Self-Insured Retention – It is agreed that all deductibles and/or self-insured retentions are the responsibility of the contractor’s/subcontractor’s, including all claim handling and legal expenses.

Exclusions/Restrictions – All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Certificates of Insurance – Must be forwarded to the Project Manager at DCC at least five days prior to commencing work or delivery of goods. Renewal Certificates of Insurance must be provided ten days prior to the expiration of required coverage. A copy of all your policy’s Additional insured’s Endorsements must be attached to the certificate.

Terms of Coverage – All insurance must adhere to requirements stipulated herein and be effective on or before work commences and remain in effect until final completion and acceptance of the work.

Also Subcontractors must maintain Commercial General Liability (CGL) including Completed Operations (Products – Comp/Op AGG) coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for itself and each Additional insured’s for a minimum of three (3) years after final acceptance and closeout of said project.

Pollution Liability – Any company who performs environmental (abatement) work must maintain Pollution Liability coverage as stipulated on item #6 below, including mold coverage as necessitated by its scope of work.

EIFS Work – Commercial General Liability coverage cannot contain an EIFS exclusion for those companies doing this type of work. In addition, Pollution Liability, including mold coverage, must be carried. Minimum limits of \$5,000,000 per occurrence (see Item #6 below).

Subcontractors – It is a requirement of the project and is the responsibility of the subcontractor to be sure that their entire subcontractor's procure and maintain the same insurance required of the contractor.

1) Commercial General Liability (CGL) with Limits of Insurance of Not Less Than \$1,000,000 Each Occurrence/\$2,000,000 Annual Aggregate

- a) If the CGL coverage contains a General Aggregate limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products/completed operations, and personal and advertising injury.
- c) DCC, the Owner and All Other parties required of DCC shall be included as insured's on the CGL using ISO Additional Insured Endorsement Form CG 20 10 11 85 or CG 20 10 10 93 and CG 20 37 10 01 or CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the Additional Insured's. This insurance for the Additional Insured's shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the Additional Insured. (A copy of the appropriate forms listed above must be completely filled out appropriately and attached to your Certificate of Insurance).
- d) Subcontractors shall maintain CGL coverage for itself and all Additional Insured's for the duration of the project according to contract documents and specification requirements; also Subcontractors must maintain Commercial General Liability (CGL) including Completed Operations (Products – Comp/Op AGG) coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for itself and each Additional insured's for a minimum of three (3) years after final acceptance and closeout of said project.
- e) Coverage must be on an occurrence basis.
- f) If project involves residential construction, the CGL policy cannot contain a residential exclusion.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c) DCC the Owner, and all other parties required of the DCC shall be included as insured's on the auto policy.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$10,000,000.
- b) Umbrella coverage must include as insured's all entities that are Additional insured's on the CGL.
- c) Umbrella coverage for such Additional Insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by

or provided to the Additional Insured's other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Subcontractor.

d) Coverage must be on an occurrence basis.

4) Workers' Compensation and Employer's Liability at least \$500,000 each accident

a) Employers' Liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement (USL&H) shall be attached to the policy.

c) The Employer's Liability limit may be met via an Umbrella policy; however, the combined limit must be a minimum of \$5,000,000.

5) Professional Liability (if required by scope of work) at Least \$5,000,000 each occurrence limit

a) DCC, et al. shall be included as an Additional Insureds on a primary and noncontributory basis.

b) Subcontractor is responsible for any self-insured retention/deductibles, including all claim handling and legal expenses.

c) DCC, et al. shall be indemnified for loss and defense.

6) Pollution Liability (if required by scope of work) at least \$5,000,000 each occurrence

a) Pollution Liability for transit to be included.

b) Any subcontract which includes EIFS work must carry Pollution Liability, including mold coverage.

c) Subcontractor is responsible for any self-insured retention/deductibles, including all claim handling and legal expenses.

d) DCC, et al. shall be indemnified for loss and defense.

e) DCC, et al. shall be included as additional insured on a primary and noncontributory basis.

Hold Harmless Agreement –

Subject only to the limitations set forth below and to the fullest extent permitted by law, the subcontractor shall indemnify, and hold harmless, and defend the Owner, Construction Manager, Architect, Consultants, State of Connecticut and the agents and employees of any of them from and against any and all injuries, claims, damages, losses, expenses, fines penalties and liabilities including but not limited to personnel related cost, attorneys' and experts' fees, court costs, and all other claim-related expenses, directly or indirectly arising out of or resulting from performance, or negligent acts of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), but only if the claim, damage, loss or expense is caused by, connected with, arising out of or resulting from an act or omission of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The Subcontractor shall not be required by this agreement to indemnify a party for that portion of any loss that is directly attributable to the negligence of the party to whom

indemnification is owed, except to the extent such indemnification is permitted by law. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

To the fullest extent permitted by law, the Subcontractor agrees to assume the defense of the Owner, DCC, Architect, Consultants, and the agents and employees of any of them, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or resulting from the performance of the Subcontractor's work under this contract.

The Subcontractor agrees that the obligation to defend commences when a claim is made against the Owner, DCC, Architect, Consultants, State of Connecticut and/or the agents and employees of any of them, even if the Subcontractor disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. The Subcontractor agrees to pay for defense of the Owner, DCC, Architects, Consultants, and the agents and employees of any of them with counsel chosen by the party to be defended, upon demand.

The Subcontractor agrees to be bound to DCC by the terms and conditions of DCC agreement with the Owner, a copy of said agreement being available for inspection at DCC's office. The Subcontractor further agrees that all conditions and requirements imposed, or to be imposed, upon DCC by its contract with the owner shall be performed by the Subcontractor insofar as applicable to the work under the subcontract, and the Subcontractor hereby assumes toward DCC all obligations and responsibilities that DCC, by contract, has assumed or will assume toward the owner with respect to said work.

To the fullest extent permitted by law, the Subcontractor shall reimburse the Owner and DCC and the agents and employees of either of them, and any other party DCC is contractually required to indemnify, for any costs or expenses, including but not limited to attorney's fees, expended in seeking the Subcontractor's compliance with the above stated duties to defend, indemnify and hold harmless.

The Subcontractor's indemnity, hold harmless, and defense obligations set forth in this agreement shall cover the claim while this contract is in force, shall extend to such claims occurring after this agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the Owner and DCC and the agents and employees of either of them are settled, terminated, dismissed or concluded.

G. Billing & Payment Procedures

A schedule of values on form AIA G703 will be submitted to the DCC Project Manager for approval within two (2) weeks of notice to proceed and/or notice of intent to award. The Subcontractor's schedule of values (SOV) shall be broken down by labor and material for each work line item, phases (if applicable), areas of the project, specific scope of work items, and other requirements as requested by DCC. The SOV shall also include a line for permit (if applicable), submittals, clean-up, coordination drawings (if applicable), safety, bonds, warranties, O&M manuals, as-builts, mobilization, demobilization, attic stock (if applicable), commissioning (if applicable) and other close-out documents. Closeout, as-builts, warranties, operations and maintenance manuals

Supplemental Instructions (April 2024)

Downes Construction Company

should not be less than 1% of the total amount of the Subcontractors contract value. If the SOV contains a General Conditions/General Requirements line item it shall be further broken down as directed by DCC. This breakdown must be approved by the DCC Project Manager prior to submittal of the first application for payment.

All invoices and requisitions for payment shall be submitted on AIA Document G-702 and G-703 or such other forms as may be required by the Owner. A “draft” copy of the requisition for payment must be submitted to the DCC Project Manager **by the 20th** of the month for approval. After the “draft” copy of the requisition has been approved and returned by the DCC Project Manager, the monthly billing will be submitted with five (5) originals to DCC by the 31st (or last business day) of the month for work expected to be complete through the end of the month. Should the Subcontractor fail to submit their approved Application for Payment by the 31st (or last business day) of the month, they will miss the billing cycle and have to wait until the following month.

Retainage for the project is set at five (5) percent unless specifically stated otherwise in the contract documents. Release (partial or otherwise) will not be entertained by DCC until after substantial completion of the entire project.

The Subcontractor along with its entire lower tier Subcontractors, vendors and suppliers will be required to sign a Partial Waiver of Lien prior to receiving payment each month provided by DCC.

All Subcontractors will be required to use GCPay. GCPay is a cloud collaboration platform managing the entire construction project application, assessment and payment process. GCPay automates construction payment management processes, specifically invoicing, lien waivers, compliance and electronic payments, for both general contractors and subcontractors. Instruction will be provided. There will be a flat fee of \$15 fee per approved application for GCPay. This fee will be paid for by the subcontractor. Instructions will be provided.

If authorized by DCC, it is agreed that progress payments may be made for materials stored in a secure off-site location (**90% of the material value**) based upon the DCC receipt of the following documentation:

1. Bill of Sale Form (Downes form will be provided);
2. Invoice(s) from supplier(s) with the full value of the item(s) being requested;
3. Photographs documenting the materials labeled with the job name and description clearly visible;
4. Owner’s Right of Entry Form (DCC form will be provided);
5. Security Agreement (DCC form will be provided);
6. Certificate of Insurance with Purchaser’s Loss Payable Clause specifically listing the full value of the store material items plus 10%, stating specifically what the material is and where it is stored, as listed on the application for payment;
7. UCC-1 Financing Statement and addendum must be filled out and mailed with fee to the Secretary of State. UCC-1 can also be filled out online at www.ct.gov/SOTS. Copy of the acceptance letter must be sent to the Owner

and/or DCC with the stored material paperwork. For articles in storage outside of the State of Connecticut, this form must be filed with the Secretary of State of the state in question;

8. If the Subcontractor has provided a 100% Performance and Payment Bond, a Consent of Surety to authorize payments for materials stored off-site must be obtained; this Consent of Surety form will be sent to DCC immediately upon receipt of the above noted documentation.

A physical inspection of the stored materials should be arranged with DCC, prior to the approval of this request.

H. Certified Payrolls & Monthly Employment Utilization Reports

The Subcontractor along with its entire lower tier Subcontractors shall submit certified payrolls on a WEEKLY basis and Utilization reports by the 10th of every month, if required by the project. Failure to do so will jeopardize the payment of monthly requisitions. Payments will be held until all certified payrolls and monthly utilization reports are up to date. All Subcontractors shall note the following in regards to WEEKLY certified payrolls and monthly utilization reports:

- a) This is a Prevailing Wage project and each Subcontractor must follow all the rules, guidelines and regulations set forth by the CT Department of Labor. Please read and adhere to all of the contents pertaining to Prevailing Wage as set forth in this document.
- b) As a reminder, Prevailing wages are updated (changed) every July 1st by the State Department of Labor. Each Subcontractor is responsible to find out the new rates and to make the appropriate changes on its first payroll after July 1st. Each Subcontractor is responsible for assuming and including wage increases in their lump sum bids accordingly. No change orders will be entertained as they relate to periodic prevailing wage rate increases.
- c) Each contractor must send Certified Payroll submissions to *Certified Paychecks via email*. No hard copy originals will be required to be submitted to the consultant or Downes. The current email is payroll@certifiedpaycheck.com. (Contact is Kathy Wimmer at kwimmer@certifiedpaycheck.com).
- d) Certified payrolls must be completely filled out Weekly basis and must be received by Thursday of the following week. Otherwise no payment will be allowed without correct receipt of certified payrolls (obviously all appropriate standard State of CT forms must be used). Employee's Social Security numbers should not appear on the payrolls.
- e) Each Contractor must send its completed Monthly Employment Utilization Report Form for the Commission on Human Rights and Opportunities to *Certified Paychecks via email*. No hard copy originals will be required to be submitted to the consultant or Downes. The current email is payroll@certifiedpaycheck.com. (Contact is Kathy Wimmer at kwimmer@certifiedpaycheck.com). THESE REPORTS MUST BE SUBMITTED ALONG WITH THE CERTIFIED PAYROLLS.
- f) It is a state law that all private employees and apprentices who perform manual labor for a Subcontractor on a public building project must have completed the

Supplemental Instructions (April 2024)

Downes Construction Company

Page 8 of 37

10-hour Outreach Course in accordance with federal OSHA Training Institute standards, and for telecommunications workers, a 10-hour training course in accordance with federal OSHA standards, 29 CFR 1910.268. A Certification card is not compliant if it is more than 5 years old.

- g) Each Subcontractor must affix a copy of the construction safety course completion card to the first certified payroll submitted to DCC in accordance with Connecticut General Statute 31-53(f) on which such employee's name first appears.

I. Connecticut High performance Standards (CT HPBS)

All Subcontractors are responsible for complying with the Specifications Section on Sustainable Design Requirements as it relates to completing their scopes of work in support of complying with CT HPBS Review and coordinate with all related Specifications Sections, provide all submittals associated with compliance and complete work in a manner to achieve compliance. Also refer to the Downes CT HPBS Management Plan contained within the Downes Project Manual.

J. Liquidated Damages

Liquidated damages are provided for in the Prime Contract and shall be assessed against the Subcontractor to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable. Refer to the prime contract for additional information.

K. Escalation

All Subcontractors shall include the cost of future escalation in their lump sum bids based on the construction schedule. This includes but may not be limited to labor and material increases along with equipment operating expenses. Escalation in costs during the construction period will not be grounds for change order requests.

L. Submittal Procedures

The Subcontractor within five (5) working days of receipt of a Notice to Proceed shall provide a schedule of submittals to the DCC Project Manager for review and approval. This schedule shall include a complete listing of all shop drawings, samples, manufacturer's data, lead times, warranties/guarantees, O&M Manuals, etc. required by the specifications to be submitted for review. The Subcontractor shall also include a target submission date for each item listed which will be consistent with the project milestone schedule requirements. Failure to provide a satisfactory schedule shall result in all payment applications being held in abeyance until such time as the satisfactory schedule is submitted and accepted by DCC.

- Critical submittals are due to DCC within ten (10) working days of receipt of the Limited Notice to Proceed and/or Letter of Intent. All other submittals are due in the office of DCC within thirty (30) working days of receipt of the Notice to Proceed/ Letter of Intent. **Failure to complete the submittal process within this**

time frame will result in a \$1000 fine each week until all submittals are completed.

Project Management System (Subscription fee to be included in bid) - All Subcontractors will be required to use PROCORE. PROCORE is a cloud-based construction management software application that will increase project efficiency and accountability by providing streamlined project communication and documentation.

Through PROCORE, trade contractors will:

- Submit and receive all project communications
 - Submit RFIs and review responses
 - Submit trade contractor daily reports
 - Submit all shop drawings, product data, close-out documentation and other required submittals
 - Respond to Observations, Safety Concerns
 - Other as directed by CM
- A. Each Subcontractor (Trade Bid Package) is responsible for a lump sum subscription fee to be paid directly to DCC. The Subscription fee is calculated as 0.56% of the trade contract value (i.e. Trade Contract Value X .0056). This fee will be deducted from the Subcontractor's initial Application for Payment. Other than the Subscription fee, there are no other licensing or monthly service fees for using PROCORE for the life of the project.
- B. Each Subcontractor will be responsible to have a full-time on-site representative who is equipped with a tablet device with internet access along with the PROCORE APP downloaded to it. Each trade contractor shall be responsible for updating/upgrading their tablet device to ensure that all functions of PROCORE can be utilized. Subcontractors are able to manage their projects from any web-connected mobile device, tablet, laptop, or desktop.
- C. All Subcontractors must have a valid e-mail address to access PROCORE in the field and they will receive an e-mail notification when an observation, RFI, submittal etc. has been assigned or is pertinent to their company via PROCORE. Trade contractors are required to respond to all items within PROCORE by the due date specified for each particular issue. Issues that are not resolved by the specified due date will be assessed as they relate to progress billings for the assigned trade contractor.

The use of PROCORE will ensure high-quality work with minimized corrections which, in turn, will shorten the project close-out and expedite the release of retainage payments to trade contractors. Failure to actively participate with PROCORE will lead to delayed payment and a longer closeout period.

- If required by the Architect/Engineer, this Subcontractor shall sign any required release and pay for any CAD/Revit files to be utilized for coordination, submittal or any other purpose.
- Subcontractors shall utilize the Submittal Cover Sheet provided by DCC. Each Subcontractor shall request a copy or electronic version prior to making their first submission.

- The Subcontractor is responsible for all engineering, performance requirements, detailing, samples and coordinated shop drawings necessary for this scope of work, in accordance with the Contract Documents or as determined by Downes and the Design Team.
- The Subcontractor is responsible for detailed coordination and review of shop drawings and submittals from other Subcontractors that affect the fabrication and installation of work covered under their Scope. This includes, but is not limited to, electrical requirements, verification and comparison of rough openings in walls, ceilings and/or floors for the passage or installation of construction items furnished and installed by this scope of work or other trade Subcontractors. DCC will endeavor to provide copies of all approved shop drawings/submittals to the individual trades affected by their contents. However, this shall not relieve the Subcontractor from this coordination process. If this Subcontractor feels they have not received shop drawings/submittals to properly coordinate their work, they are responsible for requesting them in writing from the Construction Manager. The Subcontractor is responsible to review and coordinate with other trades submittals/shop drawings for the coordination of their work and to advise DCC within 5 working days from receipt of submittal/shop drawing if there is a cost associated or negatively affects the Subcontractors scope of work.
- The Subcontractor is responsible to provide the required High-Performance Building and/or LEED submittals with all appropriate substantiation in order to meet the Projects requirements and credits.
- In addition to the above-mentioned items, the Subcontractor is responsible for the submittal requirements and/or procedures as outlined in the Division 1 Specifications.

It is the Subcontractors responsibility to make submittals in a timely fashion in order to ensure procurement, installation and coordination with other Trades, in accordance with the Project Schedule. Subcontractors are responsible to provide the Manufacturers Release Letter to the CM when procuring equipment/material in order to prove releases have gone through as scheduled. Subcontractors will be responsible for any delays to other Subcontractors and DCC as a result of delayed or incorrect materials being delivered or installed.

M. Hourly Rates

Labor Rates – All Subcontractors are required to submit their proposed labor rates with proper substantiation and breakdown with their bid. Overhead & profit, bond, consumables, reimbursables, equipment costs, sustenance, travel, safety and/or parking etc. are NOT to be included in the hourly rate, but shall be a separate line item offered (subject to DCC approval) on your Change Order Request breakdown at that time. All rates are subject to thorough analysis and adjustment if deemed necessary by DCC. All approved rates will be valid for the life of the project.

Equipment Rates - Will be mutually agreed upon between the Subcontractor and DCC as may be applicable to their work. Equipment rates shall be submitted within one (1) week of verbal award. All approved rates will be valid for the life of the project.

N. Change Order Proposals

If the Subcontractor receives any drawings, RFIs, submittal review, specifications, and/or instructions that it believes to be inconsistent with the Contract Documents for their scope of work, The Subcontractor will submit a Change Order Proposal (COP) complying with the following:

1. The Subcontractor will submit to the DCC Project Manager a detailed labor and material breakdown for all Change Order Proposals within seven (7) calendar days of receipt, three (3) calendar days for receipt of an RFI answer. DCC reserves the right to dictate the format and to what extent Change Order Requests should be broken down. Only approved labor and equipment rates shall be used in the development of the Change Order Request.

Change Order Proposals shall be submitted with a minimum of the following breakdown:

- a) Direct labor rates as approved
 - b) Direct material costs
 - c) Direct equipment costs
 - d) Subtotal (a+b+c)
 - e) Subcontractor allowable mark-up
 - f) Lower-Tier Subcontractor costs (including back-up)
 - g) Subtotal (e+f)
 - h) Total (d+g)
2. The Subcontractor will include all substantiating documentation, including but not limited, to quotes from vendors/suppliers, quantity breakdowns, etc. There will be no exception for any trade in providing physical quotes from vendors/suppliers along with their Change Order Proposal.
3. The Subcontractor is allowed ten percent (10%) markup on work performed by his/her own forces and five percent (5%) markup on his/her subcontractors unless otherwise specifically stated in the Contract Documents will be allowed. Mark-up will not exceed 15% by all subcontractors involved, regardless of specifications. This OH&P shall include all home office expenses and supervision, including but not limited to, principals, project managers, project engineers, general superintendents, accounting personnel, small tools, safety, parking, travel, reimbursables, consumables, etc.
4. Foreman hours, if applicable, shall not exceed 10% of total estimated hours for entire Change Order Proposal.
5. All Subcontractors shall note that when preparing change orders, all costs for small tools are included in the overhead and profit percentages allowed by contract. Small tool allowance is not to be added as a separate percentage. Any specific equipment rented for the time and material work can be billed based on invoices for the rental

of the equipment. A small tool shall be defined as a tool with a replacement value of \$1,000.00 or less and shall consist of tools used on a daily basis in the normal performance of their work and shall include items such as extension cords, ladders, hoses, etc.

6. The added Bond cost should be included as a line item in the individual change order proposals but will be adjusted accordingly once the final contract amount is determined and agreed upon with a receipted invoice from the bonding company. The percentage rate for the bond increase should be the same as the “break out” compared to the value of the lump sum bid. Additional overhead and profit will not be allowed.
7. If unit prices are applicable to changes in the scope of work, compensation for the changes shall be based on the Unit Prices received at bid time for adding and deducting to the contract sum. DCC reserves the right to execute unit prices.
8. DCC will assume that the Subcontractors failure to provide a Change Order Proposal within seven (7) calendar days, three (3) calendar days for receipt of an RFI answer, will mean that there is no cost impact and no change to the contract time. Change Order Proposals submitted after the completion of the work item will be rejected in full.
9. Change Order Proposals submitted by Mechanical and Fire Protection Trades shall also note the following additional parameters:
 - Commodity materials, equipment and fixtures shall be listed and quantities indicated.
 - Pricing of materials (commodities) shall not exceed 50% of Harrison Publishing manufacturer list price (i.e.: pipe, fittings, valves, hangers, etc.). Furnish current book to DCC.
 - Consumables, tools and equipment shall be listed separately and industry standards shall be adhered to. Equipment rentals rates based on Mechanical Contractors Association America (MCAA)
 - Quotations from vendors for such equipment as PLMG/HVAC equipment, PLMG/ HVAC specialties, PLMG/HVAC accessories, etc., will be required.

Labor:

- All Labor Units shall adhere to the most recent Mechanical Contractors Association America (MCAA) Manual of Labor Units. Furnish current book to DCC.
- Net labor units shall not exceed 65% of MCAA will only be considered for abnormal situations as listed in the “Introduction” and the “Labor Units Defined” Sections of the MCAA Manual.
- Foreman hours shall not exceed 10% of total estimated hours for entire Change Order Proposal.
- General Foreman hours shall not be considered until crew size exceeds 10 workers in field.
- Drafting and As-Builts shall not exceed 4% of estimated hours, if applicable.
- Safety shall not exceed 2.5% of estimated hours for entire Change Order Proposal.

- Project Management is included in Overhead and Profit.
- Additional manhours for daily clean-up will not be accepted.

Note:

- The Subcontractor will be allowed 10% markup on work performed by his/her own forces and 5% markup on his/her subcontractors unless otherwise specifically stated in the Contract Documents. Markup will not exceed 15% by all Subcontractors involved, regardless of Specifications.
- Any and all credits listed in Change Order Proposals shall adhere to the same format, material pricing and Labor Units as applicable to additions to the scope of work.
- Quotation for low tier subcontractors i.e. insulation, controls and sheetmetal shall follow same format. NECA, SMACNA and Ottaviano Estimator labor units considered.

10. Change Order Proposals submitted by Electrical Trades shall also note the following additional parameters:

Material:

- Commodity materials, equipment and fixtures shall be listed and quantities indicated.
- Pricing of materials (commodities) shall not exceed 80% of Low Column Trade Service (i.e.: pipe, wire, devices, etc.). Furnish current book to DCC.
- Consumables, tools and equipment shall be listed separately and industry standards shall be adhered to.
- Quotations from vendors for such equipment as light fixtures, switchgear/overcurrent protection, fire alarm, security systems, sound systems, etc., will be required.

Labor:

For Electrical changes in the work the contractor or subcontractor shall use the lowest unit prices for productivity for "Daily Output" and "Labor Hours" utilized in the National Electrical Contractors Association (NECA) Manual of Labor Units, most current edition, for pricing indicated in Column 1 with no add-ons or additional burdens allowed. For labor unit pricing utilize a sliding scale, a multiplier rate of .85 and .90 based on the total cost of the change excluding subcontractor costs. A change in the Electrical Work with a direct value between \$1 and \$10,000 shall use a multiplier rate of .90 and for a direct value greater than \$10,000 the multiplier rate shall be .85.

Note:

All Changes- Overhead and profit (O&P) shall include all costs for home office support, as built drawings, project management, estimating, safety, small tools, pick up trucks, travel, on site (includes foreman's time unless the foreman is performing the task) and off site supervision. Foreman's hourly rates shall be set by the actual rate verified by certified payroll. Foreman's time cannot be added on to any change proposal or time and material ticket (including allowance work) and is chargeable only if the foreman is directly working on the change or time and material work (including allowance work). For projected changes, the foreman's hours shall not

exceed ten percent (10%) of the total labor hours directly attributable to the change and shall be part of the hours attributable to the change. Allowable combined overhead and profit on self performed trade contractor or self performed subcontractor is 10%.

Overhead and profit shall not be applied to lower tier mark ups. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any. For work performed by a subcontractor the trade contractor mark up for combined overhead and profit shall be five percent (5%) of the net cost of the work. The total mark up to the Owner, excluding the Construction Manager's mark up, shall not exceed fifteen percent (15%) of the net cost of the work. Change proposals shall indicate the number of additional calendar days, if any, which are required to complete the change. If no additional time is indicated it will be assumed that no additional time is required. The Trade Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Manager, itemized statements of the cost of the Work so ordered, including, but not limited to certified payrolls and copies of accounts and subcontracts, bills and vouchers to substantiate the above estimates. Estimated bond costs may be shown on each change proposal request, but not included in the total. Additional bond fees actually incurred will be reconciled at the end of the Project upon presentation of an invoice from the Trade Contractor's bonding company. Contractor O&P is not allowed on bond costs. Change orders issued to Trade Contractors shall be executed and returned to the Construction Manager within seven (7) days. Failure to return change orders in the prescribed time will result in withheld payments to the Trade Contractors.

11. DCC may direct a Subcontractor to proceed on a "Not to exceed" Time & Material basis if agreement cannot be made as to the total cost of a Change Order Proposal or if it is deemed in the best interest of the project and/or owner.

DCC reserves the right to reject any change order proposal not submitted within all the criteria noted above.

O. Time and Material Work (T&M)

Subcontractors are required and obligated to perform time and material work (T&M) if directed to do so by DCC. The Subcontractor is required to complete Time & Material work following all terms and conditions of the original agreement (contract). Time & Material worksheets shall be submitted to the DCC Field Superintendent for verification on a daily basis. Foreman shall provide appropriate descriptions of work performed and locations of work performed via screen shots of plan sheets etc., as well as, photo documentation before and after. Time verification shall be supported by daily labor reports. Failure to do so may affect acceptance and reimbursement of the work. T&M work shall be submitted in the form of a Change Order Proposal in accordance with the Change Order Proposal section of these supplemental instructions no more than 10 business days after the completion of the work. Failure to comply with the

aforementioned requirements may affect payment and is grounds for complete rejection if it is determined by DCC there is no way to verify the work was completed.

P. Requests for Information (RFI)

The Subcontractor will submit questions regarding construction issues in an industry standard RFI format as agreed to with DCC. Due to the assumption of a Subcontractors expertise in their scope of work, a proposed solution will accompany the RFI.

Q. Daily Reports

Daily construction reports will be submitted by Foremen by 9:30 AM of each workday for all work completed on the previous day to the DCC Field Superintendent, providing the following information:

1 - The names and number of employees at the site, broken down by trade and lower tier subcontractors (if applicable).

2 - Description of the type of work being performed and the location.

3 - Equipment on site and any material deliveries, waste management paperwork, any and all LEED/High Performance Building required documentation.

If there are EEO hiring goals associated with the project, additional forms may require to be submitted on a daily basis to document workforce participation.

R. Construction Progress Meetings

DCC conducts progress meeting weekly to discuss project safety, review project progress, outline, discuss and coordinate upcoming scheduled work activities, and address quality and other matters affecting the project. Subcontractor representation by a person familiar with and responsible for project activities, and authorized to speak for and make binding commitments on the behalf of their firm, is mandatory for these meetings. All subcontractors currently onsite, on the 4 week look ahead schedule, have open RFIs, incomplete submittals, coordination required with others trades, etc.... are required to attend these meetings. **Failure to attend a Construction Progress Meeting without prior consent from DCC will result in a \$500 fine per missed meeting.**

S. Preconstruction / Pre-installation Meetings

DCC will schedule mandatory Pre-construction/Pre-installation Meetings prior to commencement of work. Subcontractors will be prepared to address work schedule, manpower, safety, site logistics, submittals and delivery of materials. Subcontractors will also provide a list of key personnel with addresses and telephone numbers for emergency situations. **Failure to attend Preconstruction / Pre-installation Meetings without prior consent from DCC will result in a \$500 fine per missed meeting.**

T. Foreman Meetings

The DCC Field Superintendent will hold weekly foreman meetings to be attended by the Foreman from each respective trade on the jobsite. The Foreman should be prepared to address work schedule, manpower, safety, site logistics, submittals and delivery of materials. **Failure to attend Foreman's Meetings without prior consent from DCC will result in a \$500 fine per missed meeting.**

U. MEP Coordination Process

Representatives from all MEP trades must attend MEP Coordination Meetings which will be identified at the MEP Coordination Kick-off. **Failure to attend MEP Coordination Meetings without prior consent from DCC will result in a \$500 fine per missed meeting.**

DCC will oversee the coordination process between the MEP Subcontractors. If the contract design documents were created/drawn in a three-dimensional REVIT Model, then the MEP coordination process will be constructed in a 3D “BIM” environment using the same software version of REVIT in which the contract model was provided and the latest version of Auto-Cad or Auto-Cad compatible 3D software. The BIM Coordinator will take the lead and will be the “Gate Keeper” for the entire process. The BIM Coordinator shall initiate the coordination drawing process by providing all models and trade file drawings that have been setup for the coordination process in CAD/Revit/Navisworks to all trades, (Please refer to the specific scope of work for BIM Coordinator/Gate Keeper responsibilities/assignment). Each trade shall incorporate their systems electronically using a BIM specific drawing that is Navisworks model compatible. DCC will hold an initial “kick-off” meeting to review the process with all MEP Subcontractors and to establish a regular meeting schedule and file logistics. All subcontractors are responsible to have and coordinate online meeting capabilities; if not, it is the subcontractor’s responsibility to pay for this service. At these meetings, the MEP Subcontractors are expected to resolve all conflicts, assure accessibility and serviceability, coordinate sequences and make adjustment to the layout to achieve the Architectural/Engineering intent of spaces, ceiling heights, accessibility, and to maximize headroom clearances. DCC will request Architect/Engineers assistance relative to acceptability of installations and for input on un-resolved conflicts. DCC will issue meeting minutes with action items following each meeting. Coordination drawings are not to be considered as piping or duct shop drawings and will not be reviewed as such. The Subcontractors are required to submit piping and ductwork shop drawings for review by the Engineer as part of the standard submittal process. Piping and ductwork shop drawings shall follow the design intent of the contract documents.

Process:

1. As soon as practical and in no case starting later than 10 business days unless noted otherwise after the award of contract or notice to proceed the sheet metal subcontractor shall prepare layout drawings of all his equipment and ducted systems. The DCC BIM Coordinator is responsible to create the base coordination drawings, including but not limited to, as-built (field measure/draw) all existing conditions (structural/architectural elements to remain, verify and draw all new structural and architectural components (ie: soffit framing, ceilings, walls, Owner supplied FF&E, misc. steel, etc...)
2. If required or applicable to the specific project requirements the MEP Subcontractors should as soon as practical, (in no case starting later than 10 business days after award of contract or notice to proceed) as-built (field measure/draw) their own existing systems currently in place in order to properly

coordinate new work around existing systems depicted in the Contract Documents (I.e: Occupied Construction Phasing)

3. Electronic drawing format: The same software version of REVIT as the contract drawings w/NAVISWORKS Clash/Collision detection along with the latest and most current AUTO-CAD version or the latest BIM compatible three-dimensional model space software. Background files may be obtained from the Architect and Engineer as a REVIT Model and/or CAD file backgrounds. The MEP subcontractors will be required to sign waivers to obtain the CAD files from the Architect / Engineer and to pay any fees associated with obtaining the files. Converting, stripping the information for coordination will be initiated by the DCC BIM Coordinator. It is expected that the MEP subcontractor will use the REVIT/CAD file backgrounds and other files provided by the DCC BIM Coordinator to ensure all trades are working on the most current file for coordination. It is acceptable if MEP Subcontractors extract or convert REVIT information for their own use as necessary if the needed information was not provided by the DCC BIM Coordinator. MEP Subcontractor will notify the DCC BIM Coordinator if this action takes place.
4. All MEP Subcontractors will be responsible to provide necessary in house or provide outsourced consultant services - CAD MEP Coordination capable with a minimum experience of (3) past projects with similar size and scope in a 3D BIM environment using REVIT/NAVISWORKS/AutoCAD and with the Auto-CAD BIM compatible software.
5. All MEP Subcontractors will be responsible to upload their own drawings to the latest uploaded Navisworks Model updated and posted to do their own collision detection to mitigate clash issue before coordination meetings. The DCC BIM Coordinator is responsible for generating the clash/collision detection reports for the coordination meetings.
6. Electronic file organization/sharing: DCC will provide web access to its Citrix Sharefile "Cloud" storage service or similar for background file access and Subcontractor file sharing capabilities. A link and password will be provided at the initial MEP Coordination meeting.
7. The HVAC Subcontractor is required to provide and install the most current/ or current version of the contract drawings in REVIT w/NAVISWORKS and BIM software, wall mounted 55" LED smart HDTV with a 1920x1080 full HD resolution and USB port, complete with all cables mounting, splitters and hardware, etc. for complete connectivity with laptop computers. All items to be turned over to DCC at the end of the project.
8. Prepare coordination drawings and sections clearly showing how the work is to be installed in relation to the work of other trades. The subcontractor shall prepare coordination drawings at a scale no less than $3/8" = 1'-0"$, showing the work of all trades, including but not limited to, the following: proposed ductwork installation in detail, including ceiling heights, duct heights, access doors, light fixtures, cable tray, J-hooks, special systems conduit, tele/data conduits and equipment, registers and diffusers, sprinkler piping, electrical distribution

Supplemental Instructions (April 2024)

Downes Construction Company

Page 18 of 37

conduits and equipment, wires, mechanical equipment, fixtures, panels and any other electrical work which may conflict with the sheet metal ducts or piping, waste and vent piping, water piping, and rain leaders, etc....

9. All MEFP Trade drawings will be created and coordinated with architectural and structural drawings. Once created they will be submitted to the Engineer for review. Drawings must be returned from Engineer either "Approved", "Reviewed" or "Furnish as corrected" prior to being used as basis for coordination drawings. At the same time, all trades will coordinate structural framed opening and support framing dimension information for structural subcontractors. Separate drawings will be created and sent to structural trades, including but not limited to, RTU/fan curbs, MEP dunnage frames, roof drains, duct and pipe hanger supports, flue stacks, foundation and wall sleeves, cored or square hole opening and etc.
10. After the MEFP Coordination kick-off and coordination files from the DCC BIM coordinator have been provided the trades are to coordinate in the following sequence for the inclusion of their work:
 1. Plumbing subcontractor
 2. Mechanical subcontractor (sheet metal/hydronic piping)
 3. Mechanical piping
 4. Sprinkler piping
 5. Electrical work, along with Fire Alarm, Technology
 6. Special Systems
 7. Other

Drawings will then be sent to the engineer for review.

11. Prior to inclusion of sprinkler piping and equipment, subcontractor shall have submitted sprinkler plans and calculations to engineer for review and to rating Bureau for review. After all trades have included their work on the coordination drawing and noted conflicts, all trades shall meet to resolve conflicts and agree to acceptable solutions. Each subcontractor shall sign coordination drawings. Items not shown on coordination drawing are responsibility of omitting subcontractor and subcontractor is subject to back charge of additional costs incurred by other trades due to omission.
12. Submit final signed coordination drawing to Engineer for review. Engineer will review accordingly.
13. All work fabricated or installed work prior to sign off by all trades is the sole responsibility of MEP Subcontractor performing work and is at risk of removal/re-working at their expense. Each MEP Subcontractor (mentioned above) is responsible for the coordination of his or her lower tier subcontractors.
14. The record copies of final composite MEP Coordination drawings shall be retained by DCC and each MEP Subcontractor as working reference. Each MEP Subcontractor is required to provide electronic 3D model & 2D Auto-Cad as-builts as well as PDF copies and the DCC BIM Coordinator is required to electronically turn over the as-built model and PDF Composite drawings. All shop drawings, prior to their submittal to the Architect/Engineer, shall be

compared with the composite drawings and developed accordingly by the trade responsible. Any revisions to the composite drawings which may become necessary during the progress of the work shall be noted by all trades and shall be neatly and accurately recorded on the record copies. Each trade shall be responsible for the up to date maintenance of his record copies of the composite drawings and to keep one copy available at the site. The composite drawings and any subsequent changes thereto, shall be utilized by the MEP Subcontractors in the development of their “as-built” drawings.

V. Project Schedule and Progress

This Subcontractor is responsible to meet the requirements of the Preliminary/Milestone Construction Schedule included in the Contract Documents. This includes providing the appropriate manpower, equipment and materials. The Subcontractor will be responsible for all overtime and costs associated with meeting this schedule. **This Subcontractor is to understand that this project is a “fast-track” project and they will be held in strict compliance with the time frames included in the preliminary baseline schedule. “Time is of the essence” in approaching work.**

The intent of the Preliminary/Milestone Construction Schedule is to define the construction performance period(s). Changes to this schedule during construction will not be grounds for any change orders or claims. The Preliminary/Milestone Construction Schedule included in the Contract Documents shall represent the major activities of work and the duration of time allocated to those activities, also referred to hereinafter as the assigned construction performance period(s). It is the responsibility of the Subcontractor to develop a detailed construction schedule of activities and plan their work within the assigned construction performance period(s) provided by the Preliminary/Milestone Construction Schedule. The Subcontractor by providing a Bid acknowledges and accepts the defined assigned construction performance period(s) to complete their work and further agrees to provide detailed information to DCC for the development of a detailed Construction Schedule.

A more detailed Construction Schedule will be prepared and issued during the project by DCC. Within twenty (20) working days of receipt of a Notice to Proceed, each Subcontractor shall provide detailed scheduling information for the creation of the detailed Construction Schedule. This information is to include, at a minimum, a man loaded construction schedule with detailed itemizations, durations, procurement and sequences of all work activities including predecessor/successor relationships and designation of manpower required to achieve the schedule in accordance with the assigned construction performance period(s) as outlined in the Preliminary/Milestone Construction Schedule. Failure to submit required schedule information to the DCC as outlined in this section forfeits the Subcontractor’s opportunity for any adjustment to durations, sequence, or logic of specific tasks. Further to this, as this scheduling information is critical to the successful execution of the project, any delay in providing such information will cause all payments due the Subcontractor to be held until such time as the information is submitted and approved by DCC.

All Subcontractors are obligated to comply with the Construction Schedule. The Construction Schedule will be updated throughout the project to incorporate changes in work, changes in sequence and changes in logic, all of which are recognized and anticipated as common in the construction industry and with this project. As such, all Subcontractors shall comply with the appropriate adjustments to their manpower and material and equipment deliveries to accommodate the schedule changes without additional compensation from DCC or Owner.

Trade Subcontractor is responsible to make up for lost time due to weather or manpower delays at the Trade Subcontractor's expense.

In the event the Owner or DCC determines the Subcontractor is behind schedule and/or will not be able to meet milestone dates at the current rate of progress, the Owner or DCC may direct the Subcontractor to increase its workforce and should the Subcontractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or materials of the proper quality and quantity, or become insolvent or unable to pay its obligations as they mature, or in the opinion of the Owner or DCC, fail in any respect to prosecute the work with sufficient promptness and diligence to ensure its completion within the time herein provided, or fail in the performance of any of the agreements on its part herein contained, the Owner or DCC shall be at liberty, after two (2) business days of written notice to the Subcontractor, delivered personally, emailed or mailed to or left at its place of business to default the Subcontractor. In the event the Owner or DCC declares Subcontractor in default, Owner or DCC may (1) terminate this Contract in whole or in part or (2) supplement the Subcontractors forces and may use any materials implements, equipment, or tools furnished by or belonging to Subcontractor. In the event the Owner or DCC itself, or by another subcontractor, or both, furnishes labor and material to complete Subcontractor's work, Owner or DCC may offset the cost thereof and any expenses therefore including overhead and profit against any money due or to become due under this Contract. Subcontractor shall be liable for any excess costs and expenses over the Contract amount for completion of Subcontractor work. In the event the costs and expenses of completing Subcontractors work are less than the amount remaining on this Contract, the Subcontractor shall be entitled to the differential. In addition to the costs and expenses of completing Subcontractor's work as set forth herein, Owner or DCC shall be entitled to reasonable legal fees to enforce the terms of this Contract. Notwithstanding DCC's use of its own forces and/or utilizing forces of another subcontractor in performing in whole or in part the work of the Subcontractor, the Subcontractor shall remain fully responsible for the timely completion of the work which is the subject of this Contract.

If the Subcontractor fails to staff the job adequately to meet the milestone or completion dates, the Owner/DCC reserves the right to assume possession of the material and complete the installation with the Owner's forces or other Subcontractors under the direction of DCC or to require the Subcontractor to work second shift and/or weekends. The Subcontractor shall be responsible for any additional costs incurred by other contractors and/or DCC resulting from the Subcontractor working overtime, Saturday and/or Sunday to remedy the delay.

If, in the opinion of the Construction Manager, any construction activity completion date, milestone and/or substantial completion dates are in jeopardy of being met as a result of a Trade Contractor's performance, then upon two (2) business days of written notice to the Subcontractor; the Trade Contractor agrees to work overtime, add manpower, and do whatever is necessary to meet said construction activity, milestone and substantial completion dates at no additional cost to the Owner. The Trade Contractor shall be responsible for any additional costs incurred by others, (including supervision by the Construction Manager) for this overtime work. If, in the opinion of the Construction Manager, the Trade Contractor has failed to take sufficient action to meet the referenced dates, after receiving the three-day notice, the Construction Manager may take whatever action it deems necessary to attempt to meet the construction activity, milestone and/or substantial completion dates. The cost of such action shall be the responsibility of the Trade Contractor and deducted from the contract if sufficient monies remain. If insufficient funds remain to be paid, the Trade Contractor shall pay the Construction Manager or the Owner. The Construction Manager, by taking action under this paragraph shall not assume responsibility for meeting the referenced dates, or responsibility for the work. Such responsibilities shall remain with the Trade Contractor and the Trade Contractor's Bonding Company. The costs referenced in this paragraph are not in substitution of or in lieu of liquidated damages, which may be assessed pursuant to other provisions of this contract. The Owner and each Subcontractor agree that time is of the essence to the Contract Documents and all obligations thereunder. The Subcontractor acknowledges and agrees that the Owner will sustain damage and loss as a result of the Subcontractor's failure to meet the contract time schedules. All Subcontractors are responsible for scheduling its labor and material procurement within the time periods set forth in Contract Documents. The Subcontractor is also required to perform its work in such a manner so as to not interfere with or prohibit other Subcontractors from completing their work within the time periods set forth in the Contract Documents. In the event the Subcontractor does not meet the time requirements set forth in the Construction Schedule and time periods outlines, the Subcontractor will be responsible for monetary sustained damage and loss to the Owner.

W. Construction Impact on Adjacent Streets and Property

All Subcontractors must pay special attention to pedestrian and vehicular activity that will occur adjacent to construction activities and the jobsite. Vehicles and equipment shall not be left unattended at any time and shall not interfere with pedestrian and vehicular traffic. Deliveries must be closely coordinated with the Construction Manager. Due to the close proximity of adjacent buildings and structures construction means and methods may have to be adjusted to prevent damage and disruption of business activities.

X. Construction Indoor Air Quality Management Plan

All Subcontractors are responsible for submitting a complete Construction Indoor Air Quality Management Plan during construction in support of CT HPBS. This

Subcontractor is required to review all credits and provide submittals for approval prior to the commencement of work and shall follow through with all associated documentation and paperwork in order to achieve the required CT HPBS for Schools points. **Note that All cavity wall penetrations shall be sealed on both side of partitions in accordance with IEQ pathway interruption and other associated credits weather or not specifically shown in detail. All documentation required to be submitted by this Subcontractor will be reviewed in accordance with the monthly requisition billing cycle, failure to maintain the required CT HPBS for Schools submittals and documentation will be justification for non-payment. Refer to Specifications Section on Construction IAQ.

Y. Stormwater Pollution Control

All Subcontractors must sign the Stormwater Pollution Control plan Statement included in the Bid Documents.

Z. Safety and HAZCOM

Safety is the first priority on the job site. Subcontractors shall conduct their operation in accordance with all applicable regulations and requirements of Local, State and Federal Laws, which include regulations of the Occupational Safety and Health Administration (OSHA).

- DCC will hold a jobsite safety orientation meeting for all subcontractors. Each and every one of the Subcontractors employees must understand, acknowledge and fully execute the orientation form and/or be accompanied by a competent person. "Safety Trained Hard Hat Label Identification" stickers will be distributed and logged at that time. These stickers shall be placed on the individual's hard hat in a prominent location.
- Satisfactory evidence of OSHA 10 and/or OSHA 30 training certification for all employees on the jobsite must be provided to DCC no later than five (5) business days PRIOR to work start.
- DCC will hold a safety meeting on a periodic basis with on-site personnel from each trade currently performing work at the site. At least one representative (foreman or above) shall attend safety meetings and be continually alert for safety hazards and report them to the DCC immediately.
- Each Subcontractor must furnish the DCC Field Superintendent with two (2) copies of his/her own project specific Safety and Hazardous Communication Program including all SDS sheets (Safety Data Sheets) no later than five (5) business days PRIOR to work start. Each Subcontractor is required by OSHA regulations to institute a hazard communication program. Under said program, Subcontractor must inform both the Construction Manager and all other Subcontractors on the site of any hazardous chemicals being used by Subcontractor's employees on this project. Each Subcontractor shall provide DCC and all other Subcontractors, copies of the SDS sheets. They also must warn other Subcontractors in Subcontractor's work area of the existence of hazardous chemicals, must insure that any containers containing hazardous chemicals are

properly labeled and stored, and must maintain an inventory of any such chemicals.

- A Job Hazard Analysis (JHA) must be submitted to the DCC Field Superintendent no later than five (5) business days PRIOR to work start. Sample forms are available from DCC.
- Any and all accidents must be reported to DCC immediately and accident reports submitted within five (5) business days of the incident.
- All workers are required to follow all applicable OSHA regulations regarding daily construction activities (approved footwear, shirts, pants, etc.). In addition, all workers must be provided by their employer and where at all times all proper Personal Protective Equipment (PPE). This includes but may not be limited to Hard Hats, Safety Glasses, Ear Protection, High Visibility clothing etc. **Failure to wear Hard Hats and all other PPE as determined by the JHA will result in a \$100 fine. The third violation will result in immediate and permanent dismissal of the individual from the site.**
- Helmet style hard hats with chin straps are required by all Subcontractors.
- Each Subcontractor will provide any fire watch necessary in the performance of “hot work” activities. In addition, a certified fire extinguisher needs to be placed in the general vicinity of the “hot work”. A “hot work” permit will be issued by DCC. **Failure to obtain the proper “hot work” permit will result in a \$100 fine.**
- The Subcontractor will provide all lifts, staging, scaffolding and hoisting required to complete this scope of work in accordance OSHA and DCC’s “Scaffold Use Program”. (Copy available upon request).
- Use of scaffolding shall be in accordance DCC’s “Scaffold Use Program” (a copy is available upon request). This requires a scaffold release, insurance indemnification closure, designated competent person, scaffold user qualification and daily inspection log as well as compliance with all applicable OSHA regulations. If man and/or material lifts are required for this project similar requirements will exist.
- Each Subcontractor shall check and maintain protection of all slab openings and perimeter fall protection when executing their work. Each Subcontractor shall provide all temporary protection and/or barricades per OSHA requirements in all areas as required in completing this scope of work. Each subcontractor is also responsible for maintaining and/or removing this same protection until completion of this scope and/or safety is assumed by another subcontractor. Safety measures CANNOT be removed by any Subcontractor because it interferes with a part of their scope of work without providing an acceptable revised system. If the work is completed and these safety measures are no longer required per OSHA or to establish safe working conditions for all trades, then the Subcontractor who installed them shall remove them in their entirety.
- The Subcontractor is responsible for any and all lead in Construction work necessary to execute this scope of work. All applicable OSHA rules, regulations and guidelines are applicable.

AA. Pedestrian/Vehicular Traffic Control

The Subcontractor is responsible for all pedestrian and vehicular traffic control management as required for the execution of their scope of work. The Subcontractor will provide local police officers, traffic control devices, flagmen, signage, barricades, temporary road plates, permits, fees, etc. as may require by the same authorities and/or DCC. All work affecting public roadways will be performed in a manner to maintain safe traffic patterns and to minimize disruption to traffic and pedestrian flow. The Subcontractor will avoid obstructing vehicular and pedestrian traffic into and out of adjacent facilities. The Subcontractor shall provide a complete logistics plan at least two (2) weeks prior to work start for approval by DCC and local authorities.

BB. Document Distribution

During the course of construction, most information including the issuance of Bulletins, ASIs, SKs, new and/or revised drawings will be transmitted via Email by DCC. It shall be assumed that hardcopies will NOT be provided. The Subcontractor will be responsible for providing and paying for any and all hardcopies they desire.

CC. Permits

DCC will be responsible for obtaining the General Building Permit. All other permits shall be obtained by and paid for by the respective Subcontractor, i.e. Fire Protection, Plumbing, HVAC, Electrical, Fence, Curb Cuts, Elevator, Food Service, Water/Fire/Sanitary Services, Storm Water Pollution/Discharge, Signage, and any other permit other than the General Building Permit. Copies of permits must be submitted to the DCC immediately upon receipt.

DD. Noisy Operations

Heavy machinery start-up/warm-up cannot occur prior to 7:00 AM. Any loud operations cannot occur prior to 7:00 AM. All operations that involve excessive noise and may disturb the owner's activities or the neighborhood will be scheduled weekly at the DCC's Field Coordinating Meeting. These items include but are not limited to; jack hammering, hammer drilling, vibratory compaction, etc. These operations will also be monitored on a daily basis. If the operations cause any disruption of the owner's activities, they will be stopped and rescheduled at a time convenient to both the owner and subcontractor. If a time cannot be scheduled during regular working hours then the subcontractor will work off hours at no added cost to the owner. There will be no charges to the Owner or DCC for any work stoppages.

EE. Working Hours

Unless stated otherwise elsewhere in the Contract Documents, working hours for the project are 7:00 AM to 3:30 PM. Late starting or early stopping of work will not be tolerated. All trades will work common eight hour days Monday through Friday. There will be a coffee break in the morning only at the assigned time of 9:00 AM. All trades will celebrate the agreed upon Holidays specified. Any subcontractor working beyond

the normal hours of 7:00 AM to 3:30 PM shall notify the DCC by 1:30 PM of his intention to work overtime to allow sufficient time for arrangement of any support services and/or personnel which will be at the Subcontractor's expense. Saturday work shall not be considered a means of maintaining the schedule in lieu of providing sufficient manpower during the regular workweek. If necessary and approved by DCC, all trades may work until 5:30 PM each weekday at their own expense if required to maintain the schedule.

There will be no work on Saturdays or Sundays without direction and approval by DCC.

FF. Parking

DCC will designate construction employee parking as available. If parking is not clearly designated by DCC, the Subcontractor should assume they are responsible for their own parking and any associated costs. There shall be NO contractor employee parking allowed on school grounds unless there is a designated parking location identified by DCC.

GG. Delivery and Storage of Materials

The storage of materials and equipment anywhere around or within the job site shall be permitted only as approved in advance by DCC. Each Subcontractor is responsible to review for approval the on-site storage of all flammable materials with the Fire Marshal and/or Local Authorities having Jurisdiction (AHJ). If material and/or equipment are stored in a manner which obstructs the progress of any portion of the work without DCC's approval, the Subcontractor shall remove or relocate as directed by DCC immediately upon notification and without reimbursement of cost. All deliveries will be made to the main construction gate as indicated on the site logistics plan for this project.

Due to lack of space inherent on most jobsites, every effort shall be made to deliver material only as progress demands and avoid unnecessary and/or long term stockpiling. Subcontractors are required to schedule all deliveries of material and equipment with DCC at least 48 hours in advance. DCC reserves the right to turn away any truck not scheduled without reimbursement cost.

The Subcontractor shall be responsible for maintenance, care and insurance, for any loss or damage to all equipment or materials, regardless of location and cause.

The Subcontractor is responsible for the storage, handling and distributing materials (onsite and offsite) throughout the project, as required, along with protection of material from damage during delivery, handling, storage and installation. Specifically, the movement of onsite stored material required to changing job conditions. All storage accommodations will be on an as needed basis and approved by DCC.

All Subcontractors should note that payment of stored materials will be acceptable in accordance with Supplemental Instructions. There will be no long-term storage of equipment or materials available on the jobsite.

HH. Trailers

DCC will designate the location of jobsite field office trailers if available. All trailer quantities, sizes, locations, and duration's will be subject to the approval of the Project Superintendent for DCC. No offices, locker rooms or tool rooms are to be built within the building without the approval of DCC.

All temporary facilities are to be constructed utilizing fire-resistant materials. Each of these must be equipped with an ABC type fire extinguisher furnished certified and maintained by the Subcontractor and shall conform to applicable codes. Subcontractors may be required to relocate their trailers during the progress of the job at the Subcontractor's expense. Any electrical power, data and phone requirements shall be the responsibility of each Subcontractor.

II. Use of Equipment

No gasoline or diesel driven equipment will be allowed inside buildings. Material handling equipment shall either be hand operated (moved by human beings) or propane propelled. However, the use of propane propelled equipment is strictly forbidden when the building is being occupied for its intended purpose. When propane propelled is used, the subcontractor shall provide ventilation to remove exhaust fumes. The Subcontractor shall also be responsible for any repairs, replacement, or deleterious effects to all flooring and other construction that this equipment comes in contact with.

JJ. Temporary Construction Fence

Subcontractors must seek permission from DCC prior to dismantling or relocating the perimeter fence in any way. Any Subcontractor that creates breeches, gaps or dismantles the perimeter construction fence for his work access, deliveries or operations will be responsible for resetting it immediately after use.

KK. Security

Refer to project Specifications for specific security requirements as they may vary based on the given project. The Subcontractor is responsible for any and all costs associated with obtaining the proper security clearance.

LL. Temporary Utilities and Services

Unless otherwise specifically stated elsewhere in the Contract Documents, the Owner will pay for the cost of water and electrical energy usage necessary for construction activities. Those activities will NOT include the use of hoists, cranes, welders, jobsite trailers and unusual trade specific power (including "hook up").

- **Toilets** – Will be provided by the DCC and maintained for the use of all workers. The owner's facilities are NOT to be used by any Subcontractor. **Anyone observed using these facilities will be removed from the job permanently.**
- **Fire Protection** – Will be the responsibility of everyone on site. Adequate numbers of portable ABC extinguishers will be located within the work areas

by DCC or the Fire Protection Subcontractor. Any Subcontractor performing cutting, grinding, burning, welding, or other heat, spark or flame generating type of work will also provide adequate number of portable ABC extinguishers in the vicinity of the work. A fire watch must be performed during the activity and for a minimum of one hour after completion. Any work that may affect the fire protection and fire alarm systems shall be planned, coordinated, and approved in advance by the Owner and DCC. This includes dust generating work affecting smoke detectors, ceiling tile removals where smoke/heat detectors or sprinkler heads are mounted at the ceiling, and the shutdown of sprinkler or fire alarm systems.

- **Drinking Water** – Each Subcontractor will be responsible for providing drinking water for their employees and forces, including containers, ice and cups, regardless of Specifications, also reference OSHA CFR 1926.51 (a)(2) Sanitation.....Employer shall supply potable drinking water, etc... The owner's facilities are NOT to be used by any subcontractor. **Anyone observed using these facilities will be removed from the job permanently.**

MM. Protection of Existing Utilities and Services

The Subcontractor shall locate and mark the exact locations of the utilities and services utilizing a utility locating company and adequately protect them from damage during the work. In the event that any are accidentally disturbed, the Subcontractor shall repair or replace such damage immediately and restore service as promptly as possible at the Subcontractor's expense.

NN. Existing Conditions

The Subcontractor is required to familiarize themselves with the existing conditions and items to remain prior to commencing with this scope of work. Every effort is expected to be made not to damage the existing conditions. The Subcontractor is responsible to protect, repair and/or replace and damage attributable to the execution of their scope of work.

OO. Hoisting

Each Subcontractor will be responsible for the hoisting of their own material, equipment and personnel. Some projects may contain provisions for material and manlifts.

PP. Survey & Layout

The Subcontractor is responsible for providing a qualified person or licensed surveyor to perform all field engineering, field layout, surveying, verification of field dimensions layout and field measuring required to properly locate and execute their scope or work. This Subcontractor is responsible for all layout, lines and grades required to perform their scope of work. The Subcontractor will establish all line and grade for the performance of their scope of work and shall coordinate with other Subcontractors on site. DCC will provide control line and grade or coordinates only for layout/engineering

purposes. The Subcontractor is responsible for all layout, lines, grades required to perform their scope of work and coordinate with other Trades.

Regardless of Specifications, the Structural Steel Subcontractor will be responsible for providing a location survey of the anchor bolts installed by the Concrete Scope of Work Subcontractor ten (10) business days prior to start of the erection to allow sufficient time for review and corrections if necessary.

QQ. Cleanup

The job site shall be kept clean at all times. A clean jobsite promotes a safe work environment for all. It is the responsibility of each Subcontractor to conduct his operations in the cleanest manner possible. Project cleanup and cleanliness for each Subcontractor is to include but not limited to the following requirements:

- 1.) Each day the Subcontractor, at his own cost, will collect and place debris related to his operation into containers provided by others unless specifically stated elsewhere in the Contract Documents.
- 2.) Subcontractor shall include at a minimum three (3) labor hours each week they are on site to provide project cleanup, as directed by Downes
- 3.) Disposal of trash and debris will be in the assigned dumpster provided by DCC unless otherwise stated in the Contract Documents.
- 4.) The Sitework Subcontractor is responsible to maintain and keep all paved and hardscape areas swept clean at a minimum weekly, or as directed by DCC, throughout the duration of the Project.
- 5.) Reference specific Bid Package for general building cleanup and broom sweeping, this Bid Package does not relieve the all other Subcontractors from their daily cleanup responsibilities.
- 6.) Each Subcontractor is responsible to sort their trash and debris in trash barrels and/or dumpsters provided by Others (unless otherwise noted in the Contract Documents), in accordance with Sustainable Design Requirements and Construction Waste Management Plan. All proper disposal documentation for any of the above items shall be provided to DCC monthly and/or with the monthly requisition billing cycle. Sorting of all construction waste/debris will be in accordance with LEED on-site requirements. Failure to comply with this item will result in the Subcontractor being responsible for all costs to rectify the issue.
- 7.) Cleanup by each Subcontractor will be monitored accordingly by DCC. If this Subcontractor is non-compliant the DCC reserves the right to supplement cleanup for this subcontractor 24 hours after written notice of non-compliance. All associated costs for supplemented labor is the responsibility of this Subcontractor and will be at no additional cost to the Owner or DCC.
- 8.) If any general debris is left behind, such as soda cans, juice bottles, paper products, banding material, snippets of wire, cardboard boxes, tools, equipment, etc., DCC will clean the debris and proportionately back charge every Subcontractor on the site. If the work is complete but the area is not cleaned and debris or equipment is not removed, DCC/Owner shall have the right to prepare

the area for occupancy with his own forces. All associated fees will be the responsibility of this Contractor and will be at no additional cost to the Owner or DCC.

- 9.) The Subcontractor who fails to comply with any of the above mentioned "cleanup" items, in addition to being responsible for the direct corrective costs will be fined \$250/per incident.

RR. Material Furnished by Others

Where material is specified to be furnished by others or furnish and delivered only, it shall be understood that such materials are to be furnished and delivered F.O.B. Jobsite. The receiving, unloading, inventory, handling and storage of materials furnished by others, including security for such stored materials, is the responsibility and obligation of the Subcontractor to whom the materials are delivered.

SS. Cutting and Patching

Each Subcontractor shall be responsible for all cutting and patching which may be required for this scope of work or in connection with the installation of his/her work properly unless noted otherwise in the Contract Documents.

TT. Firestopping

The Subcontractor is responsible for fire caulking/firestopping/smoke stopping of penetrations through rated assemblies, at all new or existing partitions, at the perimeter of all work covered under this scope of work, all joints in or between fire resistance rated constructions cleaning and protection, horizontal and vertical assemblies as it relates to their scope of work. All Subcontractor's shall note that any opening that must be drilled / cored into any existing wall, floor, ceiling or roof deck for the passage of mechanical or electrical ducts, pipes or conduits shall be drilled / cored, fire stopped and smoke stopped as required by the subcontractor requiring the opening. Furthermore, this Subcontractor agrees that they will comply with utilizing a standard firestopping and smoke stopping manufacturer agreed to by all pertinent trades, as it relates to the execution of this scope of work.

UU. Responsibility for Notification

Considering the Subcontractor's skills and knowledge of their specialty, it shall be his/her responsibility upon discovery of errors, omissions, discrepancies and non-compliance, or any work that does not fit or properly function if installed as indicated in the Contract Documents to notify DCC immediately, in writing.

VV. Subcontractor's experience and coordination with other trades.

Each Subcontractor is required to have qualified supervision capable of making decisions on-site full time with proper communication skills and the ability to work with others. DCC reserves the right to request a subcontractor provide a non-working supervisor. Each Subcontractor is expected to be experienced and familiar with the requirements and conditions during the construction of similar buildings. Sequencing of work shall include

phasing of the construction cycle to accommodate the installation of the work of all Subcontractors in a logical and orderly fashion, including all necessary temporary blackouts, connections, coordination, framing, and supports, etc..... as required for the work of others.

All work shall be coordinated with DCC and other trades prior to commencement.

WW. Quality

Each Subcontractor understands that Quality Control and Quality Assurance is a specific commitment and attitude required during the implementation of the work. The focus required to establish a quality level, by developing in place mock-ups, by providing skilled supervision and by monitoring daily production quality are all expected to be carried out during the execution of this Contract. This Subcontractor is required to provide mockups, in accordance with the Specifications or as requested by DCC.

The Subcontractor shall include the cost of providing tests and reports for the material they intend to use and as required by local governing agencies and authorities having jurisdiction such as pressure testing of pipe lines. Subsequent to approval of materials, the Owner will provide and pay for all testing services as described in the Contract Documents.

XX. Project Closeout

“Project Close-out begins with Project Startup,” the following close-out procedures shall be implemented:

- a. The Subcontractor shall forward all Warranties and Guarantees as applicable to the DCC within two (2) weeks following substantial completion. (Reference Sample Warranty included in the Contract Documents) All manufacturer’s equipment and product warranties must reference the Project name, location and commencement of warranty.
- b. The Subcontractor shall furnish a minimum of four (4) copies and one (1) electronic copy of all Operating & Maintenance Manuals prior to Substantial Completion unless noted otherwise in the project Specifications. The Subcontractor may be asked to furnish one (1) Operating & Maintenance Manual prior to their final submission for review and approval by the Architect/Engineer.
- c. The Subcontractor shall complete all Demonstration and Training to properly explain and train the Owner and Owner’s representative as called for in the project Specifications or otherwise requested. The Subcontractor is responsible to employ a professional videographer to video all Owners training, demonstrations and closeout procedures. Furthermore, this Subcontractor agrees to coordinate with all pertinent trade to utilize the same videographer. Detailed agenda’s shall be developed and given to DCC at least forty-eight (48) hours prior to the scheduled training day. The agendas should clearly outline the intent of the demonstration and training and what the owner can expect to have learned during the session.
- d. The Subcontractor shall forward all As-Built Drawings as applicable to DCC within ten (10) business days following Substantial Completion. Four (4) sets of As-Built (hard

copy) and four (4) sets of As-Built (electronic CAD/3D Model file) are to be forwarded accordingly. DCC will periodically review the preparation of As-Builts throughout the course of the Project. Payments will be delayed if it is found that As-Builts are not being kept up to date.

- e. The Subcontractor shall complete all punch list work within two (2) weeks (or sooner as directed by DCC) of formal issuance of the punch list. Failure to complete the punch list within this time frame may result in DCC completing the work by alternate means. The Subcontractor will be back charged accordingly for the completion of the punch list.
- f. All Subcontractors are required to acknowledge non-emergency warranty items within twenty-four (24) hours of notice and provide corrective action/repair within forty-eight (48) hours. For all emergency related warranty items, the Subcontractor is required to acknowledge within the hour of notice and provide corrective action/repair immediately.
- g. Each Subcontractor will be responsible for the reimbursement of all direct costs associated to complete any of the above mentioned items, if the requirements are not met.

Final payment will not be made until all of the above items (a, b, c, d, e & f) and any other project close-out requirements are completed.

YY. Personnel Conduct

There shall be no fraternization or interference with the owner's staff, by any construction workers on or near the site. No foul language, smoking, drinking or radios. Any complaints by the owner with regard to this matter will result in the immediate and permanent dismissal of the said employee from the project site.

No foul or abusive language will be tolerated or allowed. Also, there is no smoking or drinking, and radios or amplified music playing devices are not allowed on the site. Any infraction will result in immediate and permanent dismissal.

CCC. Background Investigations and Badging

The Subcontractor will be required and agrees that before deploying any employee, agent or subcontractor ("Deployed Person") to perform any portion of the Project, the Subcontractor will:

Verify the Deployed Person's applicable and appropriate professional degrees, licenses and/or certifications as claimed by the Deployed Person.

To the extent permitted by applicable law, the Subcontractor shall perform a commercially reasonable criminal background check. The Subcontractor agrees not to knowingly deploy such a person without first notifying the Owner and DCC of any criminal background.

Notwithstanding the above provisions, the Subcontractor agrees that it will not knowingly deploy any person to provide work or services to the Owner or DCC

who has been convicted of any criminal felony involving dishonesty or a breach of trust or that such person has been convicted of any offense under 18 U.S.C Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, which section is captioned "Crimes by or Affecting Persons Engaged in the Business of Insurance Whose Activities Affect Interstate Commerce." Such offenses include, by way of illustration and not of limitation, activities by persons in the insurance industry who willfully and materially overvalue any land, property or securities; embezzlement or misappropriation of insurance premiums and other funds; the making of false entries or statements in reports with the intent to deceive another person engaged in the insurance industry; or the use of threat or force in an attempt to corrupt or obstruct administrative proceedings related to the insurance industry.

The Subcontractor represents that at all times it will comply with all state and federal laws and regulations with respect to maintaining a drug free workforce and that it will disclose its drug testing procedures to the Owner and DCC upon request. Please refer to the agreement provided with the bid documents. This agreement is a Contractual requirement and must be returned to the Construction Manager prior to the execution of this Subcontractors contract.

The Construction manager shall have one point of entry/egress for construction workers to access the school for each phase. On a daily basis all workers are required to sign in at a designated location in order to confirm the workers entering the school are on the approved list of workers and have the proper clearance/badging.

During the course of the day workers are instructed to remain in the designated renovation areas when the classroom bells ring so there will be no interaction with students/administration walking to and from classes with construction workers in the corridors/common areas. Once the students/administration are back in class and the bells rings construction workers can communicate about the school as required to perform their work.

All workers that are proposed to perform work on this project are required to go through a photo badge **pre-approval background check process/program to be determined. All costs for the background checks and badging requirements will be paid for by the Subcontractor.** The background check shall consist of the following: criminal felony & misdemeanor, social security number trace, social security validation, national sex offender registry, widescreen plus national & federal criminal search. Current (no more than one year old) background checks must be submitted to the Construction Manager and approved by the Owner prior to the individual arriving to the site. Only pre-approved workers shall work on the project. All workers shall attend Downes worker orientation training specific to this project.

DDD. Temporary Workers

The Subcontractor shall not employ third party temporary workers to complete the work without approval by the Construction Manager.

EEE. Project Management Software

All Subcontractors will be directed and required to use certain construction software systems to facilitate Project Management and Billing.

- a. All Subcontractors will be required to use DCC's current project management software platform. PROCORE will be utilized for this project which is a cloud-based construction management virtual data room (VDR) application that will increase project efficiency and accountability by providing streamlined project communication and documentation.
- b. Through PROCORE, trade contractors will:
 - Submit and receive all project communications
 - Submit RFIs and review responses
 - Receive contract drawings including but not limited to Bulletins, ASIs and Addendums
 - Submit trade contractor daily reports
 - Submit all shop drawings, product data, close-out documentation and other required submittals
 - Respond to Observations, Safety Concerns
 - Other as directed by CM
- c. Each Subcontractor (Trade Bid Package) is responsible for a lump sum subscription fee to be paid directly to Downes in the first billing cycle. The Subscription fee is calculated as 0.56% of the trade contract value (i.e. Trade Contract Value X .0056). This fee will be deducted from the Subcontractor's initial Application for Payment and includes other software that will be used in the completion of this project. Other than the Subscription fee, there are no other licensing or monthly service fees for using PROCORE for the life of the project.
- d. Each Subcontractor will be responsible to have a full-time on-site representative who is equipped with a tablet device with internet access along with the PROCORE APP downloaded to it. Each trade contractor shall be responsible for updating/upgrading their tablet device to ensure that all functions of PROCORE can be utilized. Subcontractors are able to manage their projects from any web-connected mobile device, tablet, laptop, or desktop.
- e. All Subcontractors must have a valid e-mail address to access PROCORE in the field and they will receive an e-mail notification when an observation, RFI, submittal etc. has been assigned or is pertinent to their company via PROCORE. Trade contractors are required to respond to all items within PROCORE by the due date specified for each particular issue. Issues that are

not resolved by the specified due date will be assessed as they relate to progress billings for the assigned trade contractor.

- f. The use of PROCORE will ensure high-quality work with minimized corrections which, in turn, will shorten the project close-out and expedite the release of retainage payments to trade contractors. Failure to actively participate with PROCORE will lead to delayed payment and a longer closeout period.

FFF. Subcontractor Responsibilities

- a. Subcontractors are responsible but not limited to the following: All Contract Drawing notes, Key Notes and General Notes, as they relate to their scope of work.
- b. All related specifications as they relate to this scope of work, regardless of whether or not the Specification is noted above.
- c. The General Building Permit will be obtained by others. All MEFP Subcontractors shall file, pay for (unless fee is waived by owner) and obtain all required permits/licenses for this scope of work beyond the general building permit. All Subcontractors must provide copies of all permits/licenses before commencing with work. In addition, all inspections, filings, fees and certificates required by the City and state authorities having jurisdiction for approval of this work is the responsibility of this Subcontractor.
- d. All Owner requirements and to follow all local and state building codes.
- e. If required by the Architect/Engineer, this Subcontractor shall sign any required release and pay for any CAD/Revit files to be utilized for coordination or any other purpose.
- f. Make multiple mobilizations in order to meet the project schedule. No additional compensation will be issued for multiple mobilizations.
- g. Familiarize themselves with existing conditions and items to remain prior to commencing with this scope of work. Every effort is expected to be made NOT to damage the existing conditions. This Subcontractor will be responsible for repair and/or replacement of any damage attributable to this scope of work.
- h. Provide 3rd party monitoring and testing as a means to verify ground accelerations during construction activities that may lead to adverse effects on adjacent properties, structures and or utilities. Work methods shall be revised to bring accelerations within acceptable tolerances.
- i. Refer to the Site Logistics plan for access, temporary fence and notes. Downes reserves the right to change any aspect of phasing and/or site logistics in the best interests of the Owner. This Subcontractor is responsible to provide and maintain access to the new and existing buildings for all trades, throughout the course of construction.
- j. Unless assigned in the bid package scope of work; furnishing, installing and maintaining the construction temporary chain link fence is by others, except

where removal, relocation, installation of additional temporary fence is needed to facilitate this Subcontractors Scope of Work.

- k. Provide their workforce with the proper PPE, Personal Protective Equipment, when working with polluted/contaminated soils in accordance with the Soil Management Plan and Remedial Action plan prepared by Civil/ Hazmat Consultant.
- l. Verification of field dimensions and existing conditions required to execute this scope of work.
- m. This Subcontractor is responsible for any and all winter conditions and snow/ice removal required to execute this scope of work.

GGG. Covid 19/ Coronavirus Pandemic Procedures

1. All Subcontractors are responsible for providing and maintaining a COVID19 safety and protection plan for their own employees that is up to date with current guidelines from the local and federal government. This Safety & Protection plan shall be provided to Downes prior to site mobilization. Furthermore, all Subcontractors are responsible for providing their employees with the proper PPE to be in compliance with local and federal recommendations and mandates in addition to PPE required due to standard construction work. Social distancing shall be maintained and appropriate face coverings shall be used during the course of work activities on this site.

The following is the Downes Policy:

If you have traveled outside the continental United States or a State that the Governor of the State of CT has applied a mandatory quarantine to, please do the following:

1. Stay home for 14 days or provide a negative test.
2. Return to work after 14 days if you have not had any COVID-19 symptoms or sickness during the entire preceding 14-day period.
3. If you experience COVID-19 symptoms or otherwise become ill, promptly seek medical attention in accordance with CDC recommendations.

If you have had known contact with someone who tested positive for COVID-19:

1. Notify your employer and DCC immediately.
2. Stay home for 14 days and follow CDC and your physician's recommendations.
3. Identify any individuals you may have had contact with at the job site and inform DCC of same

If you have had contact with someone awaiting test results for COVID-19 or they believe they have it based on their illness/symptoms.

4. Stay home for 14 days or until negative test results are confirmed and or you have no symptoms in accordance with CDC recommendations.

Separate sick employees:

Employees who appear to have symptoms of COVID-19 (i.e., fever, cough, or shortness of breath) upon arrival at work or who become sick during the day should immediately be separated from other employees, customers, and visitors and sent home and DCC should be immediately informed of same if an employee is confirmed to have the COVID-19 virus, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by federal and state laws. The fellow

employees should then self-monitor for symptoms of the virus (i.e., fever cough, or shortness of breath).

If anyone on your jobsite or office tests positive after leaving work, including leaving due to feeling ill identify and notify all workers who may have had contact with the affected worker

The identified workers should stay home for 14 days and adhere to CDC Protocol.

The work area associated with the infected worker and tools/equipment shall be thoroughly sanitized and cleaned.

If you are sick or have any symptoms, follow the instructions of your physician or health care provider and observe the following rules:

1. If you do not qualify for testing to determine if you have the COVID-19 virus, it is suggested you can leave home after these three things happen:
 - a. You have had no fever for at least 72 hours (that is three full days of no fever without the use of medicine that reduces fever)
 - b. Other symptoms have improved (for example, when your cough or shortness of breath have ceased) and
 - c. At least 7 days have passed since your symptoms first appeared
2. If you will be tested to determine if you have the COVID-19 virus, it is suggested you can leave home when:
3. You no longer have a fever (without the use of medicine that reduces fevers).
4. Other symptoms have ceased.

PLEASE NOTE THAT THE FOREGOING POLICY IS NOT INTENDED TO BE AND IS NOT MEDICAL ADVICE, AND SHALL NOT REPLACE OR SUPERCEDE THE DIRECTIONS, INSTRUCTIONS OR ORDERS OF YOUR PHYSICIAN OR HEALTH CARE PROVIDER OR OF AUTHORITIES HAVING JURISDICTION (SUCH AS THE GOVERNOR, THE DEPARTMENT OF PUBLIC HEALTH OR THE PRESIDENT OF THE UNITED STATES). IN THE EVENT OF A CONFLICT BETWEEN THIS POLICY AND THE INSTRUCTIONS OF YOUR HEALTH CARE PROVIDER, YOU ARE REQUIRED TO NOTIFY DCC OF SUCH CONFLICT BEFORE RETURNING TO WORK.

END SUPPLEMENTAL INSTRUCTIONS

DOWNES

CONSTRUCTION COMPANY

BRANFORD POLICE DEPARTMENT

BRANFORD, CT

BRANFORD

COMMITMENT TO SERVICE

POLICE

ID	Name	Planned Duration	Start	Finish	2024												2025												2026					
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr						
BPD - Branford P...	Branford Police Department	513d	04-Mar-24	A	12-Mar-26	BPD - Branford																												
Milestones - MI...	MILESTONES		05-Dec-24		▼ Milestones - MILESTONES																													
A1010	PROJECT START	0d	05-Dec-24	C	◆ PROJECT START																													
PRE - PRECON...	PRECONSTRUCTION	187d	04-Mar-24	A	24-Oct-24	PRE - PRECONSTRUCTION																												
PRE100	Town of Branford Approvals, Fundin...	35d	04-Mar-24	A	22-Apr-24	A	Town of Branford Approvals, Funding, RTM MTG.																											
PRE110	JHA Approval to Proceed with CD Dr...	0d	22-Apr-24	A		JHA Approval to Proceed with CD Drawings																												
PRE120	JHA 100% CD Drawings	58d	23-Apr-24	A	26-Aug-24	A	JHA 100% CD Drawings																											
PRE130	Planning & Zoning Review	60d	01-May-24	A	18-Jul-24	A	Planning & Zoning Review																											
PRE140	JHA Enabling/ Temp Work Design	45d	29-Jul-24	A	11-Oct-24	JHA Enabling/ Temp Work Design																												
PRE145	JHA Updated 100% CD Drawings w/...	15d	02-Aug-24	A	26-Aug-24	A	JHA Updated 100% CD Drawings w/ PBC Comments																											
PRE160	Building Permit Review	20d	26-Sep-24		24-Oct-24	Building Permit Review																												
PRE170	100% CD Budget Presentation to PBC	5d	26-Sep-24		02-Oct-24	100% CD Budget Presentation to PBC																												
BID - BID/AWARD	BID/AWARD	45d	26-Aug-24	A	26-Nov-24	BID - BID/AWARD																												
BID1000	Prepare Final Bid Documents	25d	26-Aug-24	A	26-Sep-24	A	Prepare Final Bid Documents																											
BID1010	Bidding Period w/ Addenda	20d	26-Sep-24		24-Oct-24	Bidding Period w/ Addenda																												
BID1020	Scope Reviews	12d	25-Oct-24		12-Nov-24	Scope Reviews																												
BID1030	GMP Presentation to PBC/Approval	5d	13-Nov-24		19-Nov-24	GMP Presentation to PBC/Approval																												
BID1040	Notice to Proceed Trades	5d	20-Nov-24		26-Nov-24	Notice to Proceed Trades																												
ETS - ENABLIN...	ENABLING/TEMP SETUP	35d	27-Nov-24		17-Jan-25	ETS - ENABLING/TEMP SETUP																												
ETS110	FDHQ Temp. Partitions, Furn & Trail...	20d	27-Nov-24		26-Dec-24	FDHQ Temp. Partitions, Furn & Trailer Setups																												
ETS 000	Electrical & Data Investigative Work f...	5d	27-Nov-24		04-Dec-24	Electrical & Data Investigative Work for Enabling																												
ETS100	Enabling & Relocate Dispatch to Trai...	15d	05-Dec-24		26-Dec-24	Enabling & Relocate Dispatch to Training Rm at PD																												
ETS120	Relocate OIC/Main Desk to Training ...	20d	19-Dec-24		17-Jan-25	Relocate OIC/Main Desk to Training Rm & Temp. Trailer at PD																												
CON - CONSTR...	CONSTRUCTION	326d	27-Nov-24		12-Mar-26	CON - CONS																												
GEN 1000	MEP Coordination	50d	27-Nov-24		07-Feb-25	MEP Coordination																												
GEN 1100	Existing Building MEP Scan/Survey ...	5d	06-Jan-25		10-Jan-25	Existing Building MEP Scan/Survey Existing Conditions																												
PRO - PROCU...	PROCUREMENT	251d	27-Nov-24		24-Nov-25	PRO - PROCUREMENT																												
PRO100	Detention Equipment Embeds Subm...	85d	27-Nov-24		28-Mar-25	Detention Equipment Embeds Submittals/Approvals/Procurement																												
PRO120	HVAC Equipment Submittals/Approv...	200d	27-Nov-24		11-Sep-25	HVAC Equipment Submittals/Approvals/Procurement																												
PRO130	Structural Steel for Carport Submitta...	80d	27-Nov-24		21-Mar-25	Structural Steel for Carport Submittals/Approvals/Procurement																												
PRO140	Generator Submittals/Approvals/Pro...	250d	27-Nov-24		24-Nov-25	Generator Submittals/Approvals/Pro																												
PRO110	Window Submittals/Approvals/Proc...	100d	27-Nov-24		21-Apr-25	Window Submittals/Approvals/Procurements																												
SITE - SITEW...	SITEWORK	207d	27-Nov-24		19-Sep-25	SITE - SITEWORK																												
SITE100	Site Logistics/Temp Fencing/Erosio...	15d	27-Nov-24		18-Dec-24	Site Logistics/Temp Fencing/Erosion Control																												
SITE110	Site Demolition & Relocate Food Pan...	25d	12-Dec-24		17-Jan-25	Site Demolition & Relocate Food Pantry																												
SITE120	Excavation for Carport Foundations	5d	20-Jan-25		24-Jan-25	Excavation for Carport Foundations																												
SITE130	Prep, Form, Pour, Backfill Carport Fo...	12d	27-Jan-25		11-Feb-25	Prep, Form, Pour, Backfill Carport Foundations																												
SITE140	Excavation for Retaining Wall Found...	5d	12-Feb-25		18-Feb-25	Excavation for Retaining Wall Foundations																												
SITE150	Prep, Form, Pour, Backfill Retaining ...	20d	19-Feb-25		18-Mar-25	Prep, Form, Pour, Backfill Retaining Wall Foundations																												

Current

Progress

Critical

◆ Milestones

▬ Summary

Date	Revision	Checked	Approved
26-Sep-24	BID SCHEDULE	JV	BA

1 of 3

Current
Milestones
Progress
Summary
Critical

2 of 3



Current

Progress

Critical

Milestones

Summary

3 of 3

Date	Revision	Checked	Approved
26-Sep-24	BID SCHEDULE	JV	BA



AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the **XX** day of February in the year **Two Thousand Twenty-Three**
(In words, indicate day, month and year.)

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

Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06051

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

TBD

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: **02/27/2023**

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

Town of Branford
1019 Main Street
Branford, CT 06405

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

Major Renovation to the Branford Police Headquarters
33 Laurel Street
Branford, CT 06405

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated or incorporated therein or made Exhibits thereto, have been made available to the Subcontractor. The Prime Contract, including the Contract Documents incorporated therein, is hereby expressly incorporated by reference herein, in its entirety, and is expressly made a part hereof as of restated herein. As a courtesy to Subcontractor, Contractor may, in the text of this Subcontract, direct Subcontractor's attention to certain sections and provisions of the Prime Contract. Such direction is not intended to be in lieu of Subcontractor's review of and compliance with the entirety of the Prime Contract and General Conditions thereto.

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

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.

Init.

Jacunski Humes Architects LLC
15 Massirio Drive
Berlin, CT 06037

The Contractor and the Subcontractor agree as follows.

TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	CLAIMS AND DISPUTES
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PAYMENTS
12	INSURANCE AND BONDS
13	TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS
14	MISCELLANEOUS PROVISIONS
15	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor, and the other Contract Documents enumerated therein; (3) Modifications and Amendments to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These documents form the Subcontract and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract, Prime Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Subcontract irreconcilably conflicts with a provision of the Prime Contract or the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern and apply.

Subcontractor acknowledges that delays resulting from changes in the work, extreme or unusual weather, changes to the sequencing of the work, material shortages, transportation, strikes, and other causes are inherent in the construction process. Subcontractor acknowledges that it has accounted for potential and/or actual delays in its bid price(s) and agrees it shall not assert, make or bring claims for money damages as a result of any delay or hindrance it incurs or encounters. In the event that Subcontractor claims that it has been delayed or hindered, it shall submit a request for a time extension to Contractor in the manner and pursuant to the time periods set forth in the Prime Contract and in the Contract Documents. If it is determined that Subcontractor has been delayed or hindered through no fault of its own, conditioned expressly upon the approval of the Owner, the time for performance hereunder will be extended and the extension of time shall be Subcontractor's sole remedy for the delay. Under no circumstances shall the Contractor or

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Owner be liable to the Subcontractor for money damages resulting from any delays or hindrances.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor. Subcontractor shall not be deemed an intended or unintended third-party beneficiary of the Prime Contract.

§ 1.6 The Contractor has made the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon written request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is Downes Construction and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract. The Subcontractor shall respond promptly to communications received from the Contractor.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 Deleted.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 Deleted – public property, no lien rights.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require:

- .1 three days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.4.3 The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, acceleration, hindrance or interference to the Work except to the extent that Contractor has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction hindrance or interference, and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost income and/or profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Contractor, consequential and incidental damages, damages for delays, idle equipment, suspension, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work. The no damages for delay and no damages for impact provisions set forth in the Prime Contract are also expressly incorporated herein.

It shall be an express condition precedent to any obligation on the part of Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor shall first be determined to

be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit or be contractually barred in whole or in part. Subcontractor also agrees that any claim for, arising from, related to or due to concealed or unknown conditions shall be made in strict accordance with the terms of this Subcontract and that the failure of Subcontractor to comply with the terms of this Subcontract shall be deemed a knowing, voluntary and express waiver of Subcontractor's claim.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five (5) calendar days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor. Should the Subcontractor at any time, whether before or after final payment, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of Contractor or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor's part, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after five (5) working days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefore. In case of such termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Contractor and the Architect and shall have been accepted by then, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by Contractor in completing the Work, such excess shall be paid by Contractor to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of Contractor and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses (including legal fees and disbursements incurred in connection with re-procurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should Contractor take action by effectuating the provisions of this paragraph, and should it subsequently be determined that a termination effectuated by the terms of this Article was improper, such termination shall be treated as a termination for convenience.

Subcontractor, in addition to any other rights available to and duties/obligations owed by Subcontractor to Contractor hereunder, agrees to indemnify, hold harmless and defend Contractor from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Subcontract.

Under no circumstances shall Subcontractor communicate directly with or contract directly with the Owner. Any such communications or contracting constitutes intentional interference with Contractor's contractual relations with the Owner and Subcontractor acknowledges that such conduct would constitute a material breach of the

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

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

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for

proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 Without limiting the Subcontractor's obligations to comply with all applicable laws, regulations, codes and ordinances, the Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract. Subcontractor shall comply with Connecticut prevailing wage laws and all requirements of the Prime Contract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor immediately of an injury to an employee or agent of the Subcontractor which occurred at the site. Subcontractor acknowledges that public health, safety and security are of the utmost importance. Subcontractor shall, at all times, treat all information obtained by Subcontractor in connection with the Work and the Project as highly confidential and shall not disclose, divulge, or otherwise share such information with any third parties without the prior express written approval of Owner. Subcontractor shall also take such actions as are necessary to protect the health, safety and security of the occupants and users of the subject building in connection with the Work and the Project.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable substantiated additional direct costs of demobilization and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, 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 4.4.3 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.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4.6 Subcontractor acknowledges that public health, safety, and security are of the utmost importance in connection with its performance of the Work. Subcontractor shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its personnel on site, including implementing best practices as defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) aka COVID-19. Subcontractor shall also take such actions as are necessary to protect the health, safety and security of the occupants

and users of the subject property in connection with the Work and the Project.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

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

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law and in strict compliance with the terms and conditions of the Prime Contract, the Subcontractor shall indemnify, defend and hold harmless the Owner, Owner's Building Committee, Contractor, 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 attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, 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 otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's substantiated direct costs of demobilization and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents. Subcontractor shall, without delay and upon receipt of written direction from Contractor, prosecute the changed Work and document the adjustments to the Subcontract Sum and Subcontract Time contemporaneously.

§ 5.3 The Subcontractor shall make all Claims promptly (and in no event, not later than the time required by the Prime Contract) to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be presented and submitted in accordance with the Prime Contract and shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 Any Claims, disputes, or other matters in question between Contractor and Subcontractor that are not resolved via direct discussions or mediation shall be resolved via arbitration, as provided in the Prime Contract.

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree upon a mediator, 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 this Subcontract 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 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A201-2017.

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

(Paragraph deleted)

§ 6.3 Arbitration

§ 6.3.1 The Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, thus, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should 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 Subcontract, 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.

§ 6.3.2 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.

§ 6.3.3 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. The award shall be in writing, contain findings of fact and conclusions of law, and apply Connecticut law.

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

§ 6.3.5 Consolidation or Joinder

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

§ 6.3.5.2 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 a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Subcontractor expressly waives any and all claims for lost profits, lost revenue, lost income, lost opportunities, displaced labor, labor productivity or inefficiency costs, idle equipment costs and consequential or incidental damages of any kind or nature which claims are expressly, knowingly, intentionally, and unconditionally waived by Subcontractor and its suppliers.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer from the date such payments are due. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for direct costs for Work executed.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor 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 Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum (direct costs only). No consequential or incidental damages shall be claimed by or paid to Subcontractor.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the direct cost and time caused by suspension as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance, if in fact it is proven to the Contractor's and Owner's satisfaction that the cost of performance increased through no fault of the Subcontractor, caused by suspension. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract. No consequential or incidental damages shall be claimed by or paid to Subcontractor.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

This Subcontractor is responsible for the complete Bid Package

INSERT SPEC SECTION TABLE

CONTRACT DOCUMENTS - The Contract Documents for this Bid Package include but are not limited to:

- A. Jacunski Humes Architect's Project Manual dated August 26th, 2024 and its complete contents including, Specifications and Supplementary Information for Additions and Renovations to the Branford Police Department for the Town of Branford (See separate project manuals);
- B. Jacunski Humes Architect's complete set of drawings for Additions and Renovations to the Branford Police Department dated August 26th, 2024 (See complete drawing sets);
- C. Downes Construction's Project Manual / Bidding and Contract Requirements for Invitation To Bid #01 and its complete contents dated September 18th, 2024
- D. Invitation To Bid dated September 18th, 2024 (Bound in Downes Project Manual);
- E. AIA Document A701 – 2018 – Instructions to Bidders
- F. This General Items – All Trade Packages (Bound in Downes Project Manual);
- G. Scopes of Work (Bound in Downes Project Manual);
- H. Bid Form (Bound in Downes Project Manual);
- I. Acknowledgment of Surety (Bound in Downes Project Manual);

- J. Non-Collusion Affidavit (Sample Form) (Bound in Downes Project Manual);
- K. Insurance Accord Form (Sample Bound in Downes Project Manual);
- L. AIA Document A305 – 2020 – Contractor’s Qualification Statement
- M. Prevailing Wage Rates (Bound in Downes Project Manual);
- N. Downes Supplemental Instructions (Bound in Downes Project Manual);
- O. Preliminary Baseline Schedule (Bound in Downes Project Manual);
- P. Drawing & Specification Log (Bound in Downes Project Manual);
- Q. AIA Document A401 – 2017 - Agreement between Contractor and Subcontractor (Sample Bound in Downes Project Manual);
- R. Downes Sample Forms (Bound in Downes Project Manual):
 - A. Partial Waiver of Lien
 - B. Final Lien Waiver
 - C. Stored Material Sample Forms
 - D. Change Order Proposal Form
 - E. Background Check Compliance Agreement
 - F. Subcontractor Orientation
- S. AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor;
- T. AIA Document A201 - 2017 - General Conditions of the Contract for Construction
- U. Site Logistics Plan SL-1 dated: 9/26/24 (Located in project manual)
- V. Site Phasing Drawings PH-1 & 2 dated: 9/26/24 (Located in project manual)
- W. Addenda and/or supplementary information as may be issued within the bid period.;

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor’s Work, shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Contractor. **Letter of Intent/Notice to Proceed was issued on XX/XX/2024**
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Subcontractor’s Work.)

If a date of commencement of the Subcontractor’s Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor’s Work. **TIME IS OF THE ESSENCE WITH REGARD TO THE SUBCONTRACTOR’S PERFORMANCE AND COMPLETION OF THE WORK.**

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor’s Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Subcontractor’s Work.

[X] By the following date: **Note: Progress schedule and completion of the work is to be in conformance with Attachment B – Project Construction Schedule, Downes Supplemental Instructions, Phasing Plan as may be applicable, and other Subcontract Documents pertaining to or referencing the completion of work.**

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work

Substantial Completion

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages shall be assessed as set forth in Section 3.4. The Prime Contract, which has been expressly incorporated herein and made a part hereof, contains a liquidated damages provision in Article 6.1.6 The liquidated damages provision of the Prime Contract, which establishes liquidated damages at the rate of \$500 per day if Substantial Completion is not achieved by the Substantial Completion date stipulated within the Guaranteed Maximum Price Amendment, applies to this Subcontract.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, including the Subcontractor's time of performance, TIME IS OF THE ESSENCE of this Subcontract. Subcontractor's attention is directed to "Attachment B," which is attached to and made a part of this agreement. Subcontractor shall comply, in all respects, with the requirements of this Schedule, as well as with updated schedules provided to it by Contractor. If Subcontractor claims it has been delayed through no fault of its own, Subcontractor shall substantiate and document the existence of an event for an excusable delay and need for a specific extension of time. If the Owner finds a delay alleged by Subcontractor to be unsubstantiated and backcharges the Contractor for the time and costs associated with reviewing and addressing the alleged delay, the Contractor shall, in turn, have the absolute right to backcharge the Subcontractor for all of such costs, as well as for Contractor's related costs. Any and all requests for an extension of time shall be prepared and submitted in strict compliance with and shall be subject to the Prime Contract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3. The Subcontractor shall commence the Work when notified to do so by Contractor and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work, and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project. Subcontractor must attend all Project meetings scheduled by Contractor.

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Contractor's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Contractor including legal fees and disbursements incurred by Contractor (whether incurred in defending claims or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the Owner or any damages or additional costs or expenses for which Contractor or the Owner may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Contractor and the Owner for an indemnify them against all such costs, expenses, damages and liability.

Contractor, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, Contractor will pay the Subcontractor for such actual additional wages paid, if any, at rates which have been approved by Contractor plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this Agreement.

If, however, the progress of the Work or of the Project are delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, Contractor shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds received from the Owner for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be (\$), subject to additions and deductions as provided in the Subcontract Documents. Contractor shall have no liability to Subcontractor for Costs not reimbursed by Owner.

Determination of Contract Sum:		Total

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
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§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:

(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance
§ 10.3 Unit prices, if any: (Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.) (Table deleted) Once the following unit prices are agreed upon, they may be used for adds or deducts from contract price based on project requirements for the life of the project and will be included as part of the contract: <ul style="list-style-type: none">• Unit Prices as applicable for Allowances; Labor & Equipment Rates: Labor & Equipment rates indicated on the Subcontractors Bid Form are not accepted under this Agreement. The Subcontractor agrees that labor & equipment rates shall be established and agreed upon in accordance with the Subcontract Documents which states Overhead & Profit, consumables, reimbursables, insurance, small tools, equipment costs, travel, safety and/or parking etc. are NOT included in the hourly rate. Rates are subject to approval by the Owner. Bond cost reconciliation will be made at the end of the project with a receipted invoice from the Bonding Company. Bond percentage will not be allowed on individual change order proposals. Equipment Rates: Proper substantiation is required prior to acceptance. Receipt of labor & equipment rates will be a prerequisite to the first month's payment		

§ 10.4 Allowances, if any, included in the Subcontract Sum:
(Identify allowance and state exclusions, if any, from the allowance price.)
Subcontractor has included the following allowances, above and beyond the described Work in this scope of Work. All allowances are to be, as directed by the Contractor, and it is this Subcontractor's responsibility to document usage with daily accounting of T&M tickets. Overhead and profit for any and all allowances listed shall be included in this Subcontractor's base bid. Overhead and profit will NOT be reconciled with change order submissions drawing off of allowances. Allowance quantities, unit prices and/or dollar values will not be adjusted for deducts to this Bid Package. Also, reference Specifications for additional information:

Insert allowances here
(Table deleted)

The above-mentioned allowance(s) are to be used as directed by the Construction Manager. The value of these allowance(s) will be adjusted accordingly based on project requirements, utilizing agreed upon labor, equipment, material, and/or unit price rates. The above-mentioned unit prices are to be inclusive of all labor, material, equipment, tools, transportation and services, and any other items necessary to fully and properly perform the above-mentioned work.

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. The obligation of Contractor to make a payment under

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this Subcontract, whether a progress payment or the final payment, or for extra work or change orders or for Claims of any type, is and shall at all times be subject to the express condition precedent of payment by the Owner. Subcontractor knowingly accepts the risk of non-payment by Owner and is not dependent upon payment from Contractor in the absence of Contractor's receipt of payment from Owner. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

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

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the **20th** day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment. Subcontractor shall submit, with each Application for Payment, the items required herein and pursuant to the Prime Contract.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract 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 Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

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

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- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor;
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement;
- .5 the amount the Owner reduces payment to Contractor for Subcontractor's Work.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts 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.)

Retainage shall be held in the amount of five percent (5%) of each progress payment.

§ 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, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

Any reduction of retainage must be approved by the Construction Manager, Owner, and Architect.

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and 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 of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's

substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work, all conditions precedent to final payment as set forth in the Prime Contract have been satisfied and the Contractor has received payment from the Owner. Contractor's receipt of payment from Owner is an express condition precedent to Contractor's obligation to make final payment to Subcontractor. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

(Paragraphs deleted)

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements
See attached and below		

The Subcontractor along with its entire lower tier Subcontractors will provide insurance in complete accordance with the following:

The following is applicable to all required insurance policies (See attached sample ACCORD form for additional clarification and specific requirements):

Insurer – All insurers must have an A.M. Best rating of A- VII or better and admitted to conduct business in the state.

Additional Insured –CONSTRUCTION MANAGER, Owner, Program Manager/Owner's Representative (if required) the Project Architect and other such entity(s) required by CONSTRUCTION MANAGER, shall be named Additional insured's under your policies, as well as, other parties which are required by the contract. Coverage's must be written on a primary and non-contributory basis and a Waiver of Subrogation provision must be included, with respect to all parties concerned.

Waiver of Subrogation – All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against all the Additional insured's as well as their subsidiaries, employees, volunteers, directors, and officers.

Other Insurance Clause – This clause must state that the contractor's/subcontractor's policy is Primary and (Non-contributory) the insurer will not seek contribution from other insurance available to all the Additional insureds.

Notice of Cancellation – Non-Renewal or Material Change – All policies shall be endorsed to require at least a 30 day written notice by the insurer of cancellation, non-renewal, or material change, except for a ten day notice for non-payment of premium. This notice shall be sent to the Project Manager at CONSTRUCTION MANAGER.

Deductibles/Self-Insured Retention – It is agreed that all deductibles and/or self-insured retentions are the responsibility of the contractor's/subcontractor's, including all claim handling and legal expenses.

Exclusions/Restrictions – All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Certificates of Insurance – Must be forwarded to the Project Manager at CONSTRUCTION MANAGER at least five days prior to commencing work or delivery of goods. Renewal Certificates of Insurance must be provided ten days prior to the expiration of required coverage. A copy of all your policy's Additional insured's Endorsements must be attached to the certificate.

Terms of Coverage – All insurance must adhere to requirements stipulated herein and be effective on or before work commences and remain in effect until final completion and acceptance of the work.

Also Subcontractors must maintain Commercial General Liability (CGL) including Completed Operations (Products – Comp/Op AGG) coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for itself and each Additional insureds for a minimum of three (3) years after final acceptance and closeout of said project.

Pollution Liability – Any company who performs environmental (abatement) work must maintain Pollution Liability coverage as stipulated on page 3, Item #6, including mold coverage as necessitated by its scope of work.

EIFS Work – Commercial General Liability coverage cannot contain an EIFS exclusion for those companies doing this type of work. In addition, Pollution Liability, including mold coverage, must be carried. Minimum limits of \$5,000,000 per occurrence (see Item #6 below).

Subcontractors – It is a requirement of the project and is the responsibility of the Subcontractor to be sure that their subcontractors at all tiers procure and maintain the same insurance required of the Contractor.

1) Commercial General Liability (CGL) with Limits of Insurance of Not Less Than \$1,000,000 Each Occurrence/\$2,000,000 Annual Aggregate

- a) If the CGL coverage contains a General Aggregate limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products/completed operations, and personal and advertising injury.
- c) CONSTRUCTION MANAGER, the Owner and All Other parties required of CONSTRUCTION MANAGER shall be included as insured's on the CGL using ISO Additional insured's Endorsement Form CG 20 10 11 85 or CG 20 10 10 93 and CG 20 37 10 01 or CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the Additional insured's. This insurance for the Additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the Additional Insured. (A copy of the appropriate forms listed above must be completely filled out appropriately and attached to your Certificate of Insurance).
- d) Subcontractors shall maintain CGL coverage for itself and all Additional insured's for the duration of the project according to contract documents and specification requirements; also Subcontractors must maintain Commercial General Liability (CGL) including Completed Operations (Products – Comp/Op AGG) coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for itself and each Additional insured's for a minimum of three (3) years after final acceptance and closeout of said project.
- e) Coverage must be on an occurrence basis.
- f) If project involves residential construction, the CGL policy cannot contain a residential exclusion.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c) CONSTRUCTION MANAGER the Owner, and all other parties required of the CONSTRUCTION MANAGER shall be included as insureds on the auto policy.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$10,000,000.
- b) Umbrella coverage must include as insured's all entities that are Additional insureds on the CGL.

- c) Umbrella coverage for such Additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by or provided to the Additional Insured's other than the CGL, Auto Liability and Employer's Liability coverages maintained by the Subcontractor.
- d) Coverage must be on an occurrence basis.
- 4) **Workers' Compensation and Employer's Liability at least \$500,000 each accident**
 - a) Employers' Liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement (USL&H) shall be attached to the policy.
 - c) The Employer's Liability limit may be met via an Umbrella policy; however, the combined limit must be a minimum of \$5,000,000.
- 5) **Professional Liability** (if required by scope of work) at Least \$5,000,000 each occurrence limit
 - a) CONSTRUCTION MANAGER, et al. shall be included as an Additional Insureds on a primary and noncontributory basis.
 - b) Subcontractor is responsible for any self-insured retention/deductibles, including all claim handling and legal expenses.
 - c) CONSTRUCTION MANAGER, et al. shall be indemnified for loss and defense.
- 6) **Pollution Liability** (if required by scope of work) at least \$5,000,000 each occurrence
 - a) Pollution Liability for transit to be included.
 - b) Any subcontract which includes EIFS work must carry Pollution Liability, including mold coverage.
 - c) Subcontractor is responsible for any self-insured retention/deductibles, including all claim handling and legal expenses.
 - d) CONSTRUCTION MANAGER, et al. shall be indemnified for loss and defense.
 - e) CONSTRUCTION MANAGER, et al. shall be included as additional insured on a primary and noncontributory basis.

Hold Harmless Agreement –

Subject only to the limitations set forth below and to the fullest extent permitted by law, the subcontractor shall indemnify, and hold harmless, and defend the Owner, Owner's Building Committee, CONSTRUCTION MANAGER, State of Connecticut, Architect, Consultants and the agents and employees of any of them from and against any and all injuries, claims, damages, losses, expenses, fines penalties and liabilities including but not limited to personnel related cost, attorneys' and experts' fees, court costs, and all other claim-related expenses, directly or indirectly arising out of or resulting from performance, or negligent acts of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), but only if the claim, damage, loss or expense is caused by, connected with, arising out of or resulting from an act or omission of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The Subcontractor shall not be required by this agreement to indemnify a party for that portion of any loss that is directly attributable to the negligence of the party to whom indemnification is owed, except to the extent such indemnification is permitted by law. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause. To the fullest extent permitted by law, the Subcontractor agrees to assume the defense of the Owner, CONSTRUCTION MANAGER, the State of Connecticut, the Architect, Consultants, and the agents and employees of any of them, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or resulting from the performance of the Subcontractor's work under this contract.

The Subcontractor agrees that the obligation to defend commences when a claim is made against the Owner, CONSTRUCTION MANAGER, the State of Connecticut, Architect, Consultants, and/or the agents and employees of any of them, even if the Subcontractor disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. The Subcontractor agrees to pay for defense of the Owner, CONSTRUCTION MANAGER, Architects, Consultants, and the agents and employees of any of them with counsel chosen by the party to be defended, upon demand.

The Subcontractor agrees to be bound to CONSTRUCTION MANAGER by the terms and conditions of CONSTRUCTION MANAGER's agreement with the Owner, a copy of said agreement being available for inspection at CONSTRUCTION MANAGER's office. The Subcontractor further agrees that all conditions and requirements imposed, or to be imposed, upon CONSTRUCTION MANAGER by its contract with the owner shall be performed by

the Subcontractor insofar as applicable to the work under the subcontract, and the Subcontractor hereby assumes toward CONSTRUCTION MANAGER all obligations and responsibilities that CONSTRUCTION MANAGER, by contract, has assumed or will assume toward the owner with respect to said work.

To the fullest extent permitted by law, the Subcontractor shall reimburse the Owner, the State of Connecticut and CONSTRUCTION MANAGER and the agents and employees of either of them, and any other party CONSTRUCTION MANAGER is contractually required to indemnify, for any costs or expenses, including but not limited to attorney's fees, expended in seeking the Subcontractor's compliance with the above stated duties to defend, indemnify and hold harmless.

The Subcontractor's indemnity, hold harmless, and defense obligations set forth in this agreement shall cover the claim while this contract is in force, shall extend to such claims occurring after this agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the Owner, the State of Connecticut and CONSTRUCTION MANAGER and the agents and employees of either of them are settled, terminated, dismissed or concluded.

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

In accordance with contract documents and supplemental instructions.

Professional liability at least \$1,000,000 each occurrence limit

- a) Downes and Owner shall be included as additional insured on a primary and noncontributory basis.
- b) Subcontractor is responsible for any self-insured retention / deductibles, including all claim handling and legal expenses
- c) Downes and Owner shall be indemnified for loss and defense.
- d) Include for (3) years from Date of Substantial Completion or such longer period as is required by the Prime Contract.

§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

(Table deleted)

Performance and Payment Bonds

Subcontractor shall furnish CONSTRUCTION MANAGER with 100% Performance and Labor and Material Payment bonds, each in the amount of 100% of the Contract amount and with a "dual Obligee" Rider.

Contract and Owner shall be dual obligees. Surety companies providing performance and payment bond(s) must be licensed to do business in Connecticut and be approved as sureties on Government contract pursuant to U.S. Treasury Circular No. 570, published annually in the Federal Register. All Performance Bonds, and Labor and Material Payment Bonds submitted to CONSTRUCTION MANAGER must use a Subcontractor Performance Bond Form A, or an approved alternative thereof. Bonds should not be submitted on an AIA Document A311 or A312. The costs of said bonds are included in the Contract Sum.

State Sales Tax Bond

Non Resident Contractor Bonds and Deposits

In accordance with Connecticut Statutes Section §12-430(7)c, the names of nonresident (out of state) Contractors are required to be reported to the State of Connecticut, Department of Revenue Services (DRS) to ensure that all applicable business taxes are being paid by Subcontractor. Subcontractor must, prior to execution of this Subcontract, furnish proof of its current status as a "verified contractor" with DRS.

Performance Labor & Material	100% of Subcontract Sum	on the contract date	Bond Form A
Payment	100% of Subcontract Sum	on the contract date	Bond Form A

Payment and Performance Bonds shall be on forms approved by and satisfactory to Contractor.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Subcontractor waives all rights against (1) Contractor and its agents, and employees, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

In accordance with the Contract Documents and Supplemental Instructions.

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

In accordance with the Contract Documents and Supplemental Instructions.

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

In accordance with the Contract Documents and Supplemental Instructions.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

Brad Anderson

Downes Construction Company, LLC

200 Stanley Street

New Britain, CT 06051

banderson@downesco.com

§ 14.3 The Subcontractor's representative:

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(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract 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 notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing, consistent with the time limits set forth herein in the Prime Contract, 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.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, 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.)

N/A

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract 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 Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 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.

§ 14.7.1 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.

§ 14.8 Retainage and any reduction thereto are as follows:

In accordance with the Owner's requirements in the Prime Contract, retainage will be in the amount of FIVE Percent (5%).

§ 14.9 As required by statute, regulation or other applicable law, Subcontractor shall monitor and track MBE and WBE, local workforce and overall labor participation, including Set Aside documentation. If this Project is funded in whole or in part by funds from the State of Connecticut, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a)

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(4). For contracts in excess of \$50,000.00, Subcontractor must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. Subcontractor is expressly directed to review Public act 15-5, sections 58-71 and 88, to familiarize itself with the requirements of such laws. The Contractor also directs Subcontractor's attention to sections 63 and 64 (non-discrimination requirements) and 66-68 (affirmative action requirements).

§14.10 Non-Discrimination and Affirmative Action Provisions

The Subcontractor agrees and warrants that in the performance of the Contract such Subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subcontractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Subcontractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subcontractor that such disability prevents performance of the work involved; (2) the Subcontractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Subcontractor agrees to provide each labor union or representative of workers with which such Subcontractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Subcontractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Subcontractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Subcontractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Subcontractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subcontractor as relate to the provisions of this section and section 46a-56.

Any Subcontractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Subcontractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Subcontractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Subcontractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Subcontractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

The Prime Contract is a municipal public works contract or a quasi-public agency project. Accordingly, the Subcontractor agrees and warrants that s/he/it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Subcontractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders

of the Commission on Human Rights and Opportunities. The Subcontractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Subcontractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The Subcontractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

§ 14.11 The Subcontractor who is selected to perform this State funded project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

<http://www.ct.gov/opm>

§ 14.12 Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) shall include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

§14.13 [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR](#)

[Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Subcontractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, subcontractors must be required to pay wages not less than once a week. The Contractor has placed a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The Contractor will report all suspected or reported violations to the Federal awarding agency. This Agreement also includes a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

[Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

14.14 [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14.15 Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

14.16 Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor (and the other documents incorporated therein as Contract Documents in Article 4 of the Prime Contract), including all exhibits thereto, attached as Exhibit A (made available to Subcontractor prior to execution hereof);
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .4 Other Exhibits incorporated into this Agreement:

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User Notes:

(1313294455)

(Clearly identify any other exhibits incorporated into this Agreement.)

- a. Attachment A – Sample Insurance Certificate Accord
- b. Attachment B – Project Construction Schedule
- c. Attachment C - Bid Form – XXXXXXXX.; dated X-XX-2024
- d. Attachment D - Bid Package X.X – XXXXXXXX of Work and Audio Recording

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

- a. All AIA Document A133-2009 Exhibit A, Guaranteed Maximum Price Amendments and all its attachments;
- b. Downes Construction Quality Assurance and Quality Control Program
- c. Downes Construction Safety and Resource Protection Plan;
- d. Downes Construction Scaffold Use Program

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

CONTRACTOR *(Signature)*

Thomas Romagnoli, Vice President of Operations
(Printed name and title)

SUBCONTRACTOR *(Signature)*

(Printed name and title)

BACKGROUND CHECK COMPLIANCE AGREEMENT

Renovations to the Branford
Police Department
Town of Branford, CT

As a condition under the Standard Form of Agreement between the Owner (Town of Branford) and Downes Construction Company, LLC, Subcontractors are to comply with “Background Investigations” for this project. As defined in the Invitation to Bid and Instructions to Subcontractors.

PURPOSE

The Background Check compliance agreement is intended to ensure that subcontractors, assigned to this project, have or will hire qualified employees/staff to provide and maintain a safe and secure environment.

POLICY

Subcontractors shall comply with maintaining a policy and procedure in place for a background check and performing background checks, in accordance with any State and Federal laws, for any person deployed to the Windsor Locks Police Dept.

DEFINITION OF A BACKGROUND CHECK

A background check is a process in which the specifics of an individual's past history are verified for the purposes of determining qualifications for employment/work, and it's conducted in addition to a reference check. The type of background check conducted is dependent upon a position's responsibilities and required qualifications by the contract. When conducting background checks, it is the Subcontractors responsibility to comply with any state and federal laws.

COMPLIANCE AGREEMENT

The Subcontractor hereby agrees that deployed personnel on this project have been administered a background check. To the best of the Subcontractors knowledge, the employee has a satisfactory background check in accordance and in compliance with the any State and Federal laws. The Subcontractor and its employees release Downes Construction Company, LLC, its officers and its employees from any and all liability arising out of or related in any way to such testing.

Please print and sign where noted:

SUBCONTRACTOR COMPANY NAME/ADDRESS/TELEPHONE #:

PRINT NAME OF AUTHORIZED COMPANY'S REPRESENTATIVE:

_____ **TITLE:** _____

SIGNATURE OF AUTHORIZED COMPANY'S REPRESENTATIVE

_____ **DATE:** _____

PARTIAL LIEN WAIVER AND RELEASE

The undersigned, _____ (“Releasing Party”), having performed or furnished, or having caused to be performed or furnished, labor, services or materials for the benefit of **Downes Construction Company LLC** (“Contractor”) and _____ (“Owner”) in the construction, alteration or improvement of that property of the Owner described as:

_____ (the “Project,” which term includes the real property on which construction is taking place), hereby certifies that the Releasing Party has been paid all the monies due it for all labor, materials or services performed on or furnished to the Project up to and including the date of _____ (referred to hereinafter as the “Release Date”), with the exception of retainage in the amount of _____ (\$_____).

For and in consideration of payments received for work performed through the Release Date, the Releasing Party, up through and including the Release Date, does hereby remise, release and forever discharge, for itself and its successors, the Contractor, the Contractor’s surety, the Owner, and their respective agents, employees successors, assigns, heirs, executors and administrators, of and from all manner of actions and actions, cause and causes of actions, suits, liens, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law, or in equity which the Releasing Party ever had, now has, or which it or its successors, hereafter can, shall or may have from the beginning of the world to the Release Date in connection with any and all claims of any nature whatsoever arising out of or relating to the Project.

Further, the Releasing Party certifies, under oath, and in accordance with all applicable statutes, laws and regulations, that all laborers, subcontractors or materialmen, have been paid in full up through the Release Date for all materials, equipment, fees, licenses, insurances and taxes of every description and that there are no liens, causes for liens or claims against the Releasing Party for such items. The Releasing Party certifies that it will indemnify and save harmless the Contractor and Owner from any and all manner of claims, liens, suits, losses, costs, expenses and damages, including, but not limited to, reasonable attorneys fees arising out of or resulting from any work performed or material supplied to the Project, and hereby releases forever all claim, title and interest in the Project for the same through the Release Date.

Further, the Releasing Party for value received does hereby release and discharge the Project from any and all liens and claims of liens, equitable or legal, or claims against the Payment Bond, which the undersigned has or may have against the Project for labor, services or materials through the Release Date. Lien rights or Payment Bond rights which the Releasing Party may acquire for labor, services or materials furnished subsequent to the Release Date are not released by this instrument.

Further, the Releasing Party warrants that no assignment of claims for payments relating to the Project has been made, and that the undersigned has the authority to execute this Partial Release and Waiver has performed the labor and services supplied and the materials required of the Releasing Party to the state of completion of said improvements for which payment is being applied. The undersigned has personal knowledge that the statements made herein are true and correct.

Dated: _____

By: _____

Title: _____

STATE OF CONNECTICUT)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as _____ of _____, on behalf of the Company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of

BILL OF SALE

Know all men by these presents, that _____
a corporation/company having an office in the Town/City of _____ in the county of _____
in the state of _____, hereinafter called the Seller, in consideration of payment in full in the
amount of _____
from DOWNES CONSTRUCTION CO., LLC., hereinafter called the Purchaser, does hereby bargain, sell, transfer
and convey unto the said Purchaser the following articles of personal property:

DESCRIPTION: _____

FOR THE USE IN CONSTRUCTION OF _____

To Have and to Hold the same to the said Purchaser DOWNES CONSTRUCTION CO., LLC, its successors,
executors, administrators and assigns, forever to its and their proper use. And that. the said Seller for itself, its heirs,
executors and administrators, does hereby covenant and agree with the said Purchaser to warrant and defend the said
goods to the said Purchaser, against all persons whatever:

IN WITNESS WHEREOF, _____

has hereunto set its hand and seal this _____ day of _____, Two-Thousand Two.

Signed, Sealed and delivered in the presence of:

(Witness)

(Company Name)

(Authorized Signature)

(Printed Name & Title)

State of: _____

County of: _____

On this _____ day of _____, before me _____

Notary Public, the undersigned officer, _____
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public/Commissioner of the Supreme Court

My Commission Expires: _____

AUTHORIZATION OF OWNER FOR ENTRY

The undersigned ("Seller") has in its possession at _____ (the "Premises")
certain goods or materials manufactured and/or purchased for sale to DOWNES CONSTRUCTION CO., LLC. for
use in the _____ project (the "Goods").

Upon receipt of the purchase price for the Goods, (i) title to the Goods shall indefensibly pass to DOWNES
CONSTRUCTION CO., LLC., free and clear of all liens and security interests of Seller or any other party, (ii)
DOWNES CONSTRUCTION CO., LLC.. and/or shall have the right to enter the Premises during normal business
hours for the purpose of removing or inspecting any part or all of the Goods, such authority to continue for so long
as any Goods remain on the Premises, and (iii) the Goods shall be clearly stenciled or marked by Seller to indicate
they are the property of DOWNES CONSTRUCTION CO., LLC..

Until such time as all of the Goods have been removed by DOWNES CONSTRUCTION CO., LLC. the Seller shall
store the Goods in a secure area, protected from theft, vandalism and weather conditions, and shall keep the Goods
insured for the benefit of Seller and DOWNES CONSTRUCTION CO., LLC. in an amount equal to the full
replacement value thereof.

(Company Name)

(Authorized Signature)

(Printed Name & Title)

(Date)

State of: _____

County of: _____

This Authorization of Owner for Entry was subscribed and sworn to before me, a Notary Public in and for said
County and State, this _____ day of _____
who signed this Authorization on behalf of _____
stated he is the _____ of said _____
and that he is fully authorized to execute this Authorization for it.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public/Commissioner of the Supreme Court

My Commission Expires: _____

FINAL MECHANIC'S LIEN WAIVER AND RELEASE OF CLAIMS

The undersigned, _____ (“Releasing Party”), having performed or furnished, or having caused to be performed or furnished, labor, services or materials for the benefit of **Downes Construction Company LLC** (“General Contractor”) in the construction, alteration or improvement of that property of

_____ (collectively, the “Owner”) described as: _____ (the “Project”), hereby certifies that the Releasing Party has been paid all the monies due it for all labor, materials or services performed on or furnished by it to the Project as of the date hereof (referred to hereinafter as the “Release Date”).

_____ (“Surety”) has furnished a payment bond, identified as Bond No. _____ (“Payment Bond”) for the Project, for the benefit of those providing services and materials to the Project for the benefit of the General Contractor.

1. For and in consideration of payment received on this date in the amount of \$ _____, as well as for prior payments received for work performed through the Release Date, the Releasing Party does hereby remise, release and forever discharge, for itself and its successors, parent companies and affiliates, the General Contractor, Surety, and Owner and their respective parent companies, subsidiaries, sureties, affiliates, agents, successors, assigns, members, owners and employees, of and from all manner of actions and actions, cause and causes of actions, suits, liens, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law, or in equity which the Releasing Party ever had, now has, or which it or its successors, hereafter can, shall or may have from the beginning of the world to the Release Date in connection with any and all claims of any nature whatsoever arising out of or relating to the Project.
2. Further, the Releasing Party certifies, under oath, and in accordance with all applicable statutes, laws and regulations, that all its laborers, subcontractors or materialmen, have been paid in full up to the extent of prior payments received through the Release Date for all materials, equipment, fees, licenses, insurances and taxes of every description and that there are no liens, causes for liens or claims against the Releasing Party for such items, and that all laborers, subcontractors or materialmen will be paid in full within seven days hereof for all remaining sums due them out of the additional funds received as of this date. Releasing Party shall indemnify, hold harmless, protect and defend the Owner from any and all claims, liens, demands or causes of action that may be asserted against the Owner or the Project property by any of the Releasing Party's laborers, subcontractors, materialmen, employees or suppliers, including claims, liens, demands or causes of action that may be disputed by the Releasing Party.
3. Further, the Releasing Party for value received does hereby release and discharge the

Project, and the General Contractor, Surety and Owner from any and all mechanic's liens or other liens and claims of liens, equitable or legal, or claims against them, or against the Payment Bond, which the undersigned has or may have against the Project property for labor, services or materials through the Release Date.

Further, the Releasing Party warrants that no assignment of claims for payments relating to the Project has been made, and that the undersigned has the authority to execute this Final Release and Waiver and has performed the labor and services supplied and the materials required of the Releasing Party to the state of completion of said improvements for which payment is being applied. The undersigned has personal knowledge that the statements made herein are true and correct.

By: _____

Dated: _____, 2022

Title: _____

STATE OF CONNECTICUT)

)

COUNTY OF

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of Connecticut

GUARANTEE / WARRANTY

PROJECT NAME
Project Address

Subcontractor ABC hereby guarantees Bid Package No. xxx to the fullest extent provided in the Plans, Specifications, General Conditions, Special Conditions, or any other Contract Documents.

We shall remove, replace and/or repair at our own expense and at the convenience of the Owner any faulty, defective or improper work, material or equipment discovered within one (1) year from the Date of Substantial Completion of the above referenced project, as a whole, by the Architect and owner, or for such longer period as indicated in the Plans, Specifications, General Conditions, or any other Contract Documents. (Substantial Completion shall commence on _____.)

Without limitation by the foregoing, Subcontractor ABC, shall pay in addition for all damage to the project resulting from defects in the work and all costs and expenses necessary to correct, remove, replace and/or repair the work and other property, which may be damaged in correcting, removing, replacing, or repairing the work.

Specification Sections covered under this Guarantee/Warranty:

SAMPLE

Subscribed and sworn to before me this _____ day
of _____, 2022.

Subcontractor ABC
Address

Date: _____
Notary Public: _____
My Commission Expires: _____

By: _____
Print Name: _____
Title: _____

Sample Change Order Form
Proposed Change Order #

To: Downes Construction Co., LLC

From:

Ref:

Date:

CM Number:

Trade Contractor PCO Number:

Description:

Quantity	Unit	Description of Material and Equipment	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Line 1		Material and Equipment Total		\$ -

Crew	Labor Classification	Hours	Base Rate	FICA & Med Care	FUTA & SUTA	G/L, W/C Ins	Benefits	Total Rate	Total
		0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
Line 2								Labor Total	\$ -

Subcontractor Cost (Attach Proposals)		
Trade	Name of Subcontractor	Total
Line 3	Subcontractor Total	\$ -

Line 4	Total Labor, Material, and Equipment	\$ -
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Contractor Overhead and Profit	Allow %	Amount	Total
Net Value of Self Performed Work (Amount = Lines 1+2)	10%	\$ -	\$ -
Net Value of Subcontract Work (Amount = Line 3)	5%	\$ -	\$ -
Line 5	Contractor Overhead and Profit Total		\$ -

Line 6	Total Proposed Change Order Amount (Lines 4+5)	\$ -
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Badge #: _____

SUBCONTRACTOR ORIENTATION
Date: _____

Project Name: RENOVATIONS TO THE BRANFORD POLICE HEADQUARTERS
Jobsite Address: 33 Laurel Street, Branford CT
DCC Superintendent: _____

Subcontractor: _____

Name: _____

Drivers License #/State: _____ **Emergency Phone#** _____

Applicable Licenses #: _____

Certificates; i.e., First Aid/CPR/OSHA 10, etc. _____

NOTE: SAFETY FIRST AND FOREMOST.
Any violation is grounds for dismissal and removal from site.

		V or X
1.	OSHA Regulations for Construction apply	
2.	Subcontractors Safety Program & Job Hazard Analysis must be submitted and adhered to.	
3	Hardhats, safety glasses & high vis. clothing and proper dress required at all times (no sneaker boots)	
4	Drugs and alcohol on site are strictly prohibited - ZERO TOLERANCE	
5	No radios, headphones or amplified audio at any time.	
6	Safety: SDS and First Aid Kit locations	
	Proper PPE required at all times.	
	AED located in DCC Field Office.	
	General Housekeeping, Coffee and Lunch Breaks.	
	Scaffold use (No one on scaffolds without DCC Training/approval)	
7	Possession of Fire Arms is strictly prohibited. ZERO TOLLERENCE.	
8	Harassment of any type or intimidation is strictly Prohibited. ZERO TOLLERENCE.	
9	Campus Traffic and Safety rules must be adhered to at all times.	
10	Coordination/cooperation with other trades and workers is required.	
11	No Smoking on Property. This includes electronic cigarettes.	
12	No onsite construction workers parking allowed. Parking available: _____	
13	Use proper language and behavior. This is an occupied school campus, fraternizing with school staff and students is prohibited.	
14	Subcontractors Weekly Tool Box Safety Talks	
15	Approved hot work permit is required for all open flames or welding work.	
16	Safety rails & floor opening covers removal is by the C.M. only. Advance notice is required.	
17	Perimeter Cable Adjustment or Removal DCC TO BE NOTIFIED FOR APPROVAL!!	
18	Unauthorized duplication or possession of university keys is prohibited.	
19	DCC Parking vehicle sticker as applicable and orientation hard hat sticker must be visible at all times.	
20	Three (3) air horn blasts designate to retreat to the Primary Meeting Point	
21	Report all injuries to competent person and DCC superintendent immediately.	
22	Report any safety concerns to competent person and DCC superintendent.	
23	Competent person for your employer Name: _____	

Subcontractor _____

Subcontractor Signature _____

DCC, LLC Signature _____