



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made effective as of the 24th day of April in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of East Hampton
20 East High Street
East Hampton, CT 06424
Telephone Number: 860-267-7450
Fax Number: 860-267-1027

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

Amenta Emma Architects, P.C.
242 Trumbull Street, Suite 201
Hartford, CT 06103
Telephone Number: 860-549-4725
Fax Number: 860-549-1956

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

East Hampton Town Hall and Police Station
East Hampton, CT

ADDITIONS AND DELETIONS:

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

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

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article I and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The following documents are incorporated and included herewith as Exhibit A:

A-1 Request for Proposal dated February 24, 2017 and the Department and Facility Space Needs Assessment and Schematic Site Layout attached thereto.

A-2 Architect's Proposal dated March 21, 2017.

The documents indicated in Exhibit A are provided for purposes of scope of services and compensation only. To the extent that there are any perceived conflicts in the terms and conditions between the documents set forth in Exhibit A and this Agreement other than with respect to scope of services and compensation, this Agreement shall govern. With respect to scope of services, in the event of any perceived conflict, the higher standard and more stringent provision shall apply and prevail. The intent of the Agreement is to include all services necessary for the proper and timely completion of the Architectural services for the Project. The documents comprising this Agreement are complementary, and what is required in one document shall be binding as if required in all.

(Paragraphs deleted)

§ 1.2 The Architect understands that the Owner will require review and approval by Town of East Hampton municipal commissions, agencies and departments in order to proceed with the Project. The Architect's

Preliminary Design Services include the preparation of preliminary plans and other necessary supporting paperwork to obtain approval from those agencies, and in support of the Referendum. The Architect shall not proceed beyond any services required for municipal agency approvals and Referendum absent a written notice to proceed from the Owner. Should the Architect do so, it will not be entitled to any compensation for such services and proceeds at its own risk.

Owner anticipates the following schedule:

Phase 1: (Preliminary Design Phase - Conceptual Design) shall commence on April 24, 2017, with a rendering expected by July 20, 2017, and expected completion of the entire Phase by August 30, 2017.

Phase 2: (Schematic and Design Development Phase) (TBD).

Phase 3: (Construction and Procurement Documents, and Construction Administration) (TBD).

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation, if necessary.

§ 1.4 The Owner has retained a Program Manager ("OPM") to serve as Owner's Project representative and to provide oversight to the Project team. The OPM's responsibilities are set forth in Section 5.3 of this Agreement.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

§ 2.1 The Architect's services consist of the services the Architect is required to perform under this Agreement, and, all services that are reasonably inferable therefrom, including without limitation, those services set forth in Exhibit A, Exhibit B, and Article 3 of this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by regionally recognized architects having experience with successful projects of comparable size, complexity, and environmentally responsible design, and practicing under the same or similar circumstances. The Architect will provide its services in a good and workmanlike manner consistent with:

- Instructions, guidance and directions provided by the Town and the Town's Program Manager;
- the terms and conditions of this Agreement;
- sound architectural practices; and
- any applicable laws, rules regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction.

§ 2.2.1 The Architect shall exercise the Architect's standard of care set forth in § 2.2 in performing all aspects of the Architect's services. All references in this Agreement to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's standard of care.

§ 2.2.1.1 The Architect's representations in its Proposal and during the interview process, as to its expertise and experience are material representations upon which the Owner has relied and the Architect hereby affirms those representations as part of this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Architect at all times. While in the employ of the Architect, no key personnel assigned to the Project shall be replaced without the prior consent of the Owner, provided that if key personnel leave the Architect's employ or otherwise become incapacitated, the Architect shall designate a replacement member with at least the same level of experience, subject to the prior approval of the Owner, which approval shall not be unreasonably withheld.

§ 2.3.1 The "Governmental Requirements" are all statutory and regulatory requirements and all guidelines, and all requirements of the Town Charter and/or Code, and standards imposed on the Project by governmental entities, including the Agencies, as defined in Section 2.3.2.

§ 2.3.2 The "Agencies" are all governmental authorities having regulatory or administrative jurisdiction over the Project, including, but not limited to those set forth in Exhibit A, and state and local police and fire departments and marshals, and all representatives or designees of such governmental authorities.

§ 2.3.3 (NOT USED)

§ 2.3.4 The Architect understands that performance of the Architect's services will require communication with the Agencies and with individuals designated by the Agencies, and the Architect will, at no additional cost to the Owner, so communicate and take all steps reasonably necessary to ensure compliance with Governmental Requirements.

§ 2.3.5 The Architect understands that performance of the Architect's services will require communication with certain utility companies and with individuals designated by the utility companies, and the Architect will, at no additional cost to the Owner, so communicate and take all steps reasonably necessary to provide compliance with utility regulations and requirements.

§ 2.3.6 The Architect understands that performance of the Architect's services will require communication with Chief Sean Cox, of the East Hampton Police Department, and Michael Maniscalco, Town Manager, and the Architect will, at no additional cost to the Owner, so communicate and review with the Police Department the programmatic needs of the Owner, along with the Schematic Design and Design Development Documents for both the Town Hall and Police Station Services.

§ 2.3.7 The Architect understands that the Owner intends to retain an independent commissioning agent, and that the performance of the Architect's services will require, at no additional cost to the Owner, communication and coordination with the independent commissioning agent.

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project, unless such conflict is disclosed to the Owner and approved by the Owner in writing. The Architect shall enforce this provision with its employees and consultants.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement, and such longer periods as indicated below. Upon signing the Agreement, the Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The Architect certifies that it shall notify the Owner in writing not less than thirty (30) days in advance of the expiration, termination, restriction or reduction or other material change in coverage. The certificates will show C&E Enterprise, LLC, the Owner, and the Owner's partners, members, officers, directors, employees and tenants as additional insureds on the Commercial General Liability, Automobile Liability, umbrella or excess policies. Complete copies of insurance policies including all declarations, terms, conditions, endorsements and exclusions, shall be made available for inspection by the Owner or its designee upon request.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per occurrence, \$2,000,000 aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 per occurrence for damage to Rented Premises
\$1,000,000 Personal and Advertising Injury
\$ 10,000 Employment Practices liability
\$ 10,000 Medical expense (per person)

.2 Automobile Liability including owned, hired and non-owned autos

\$1,000,000 combined single limit for bodily injury and property damage.
\$1,000,000 underinsured motorist

.3 Workers' Compensation

Coverage A Statutory limits required by applicable law
Coverage B Employer's Liability and bodily injury by accident (per person) \$1,000,000
Bodily injury by disease (per person) \$1,000,000
Bodily injury by disease (aggregate) \$1,000,000

.4 Professional Liability

\$5,000,000 per claim, \$5,000,000 aggregate

The Architect shall maintain continuous professional liability coverage for the period of design and construction of this project, and shall provide for an extended reporting period in which to report Claims for eight (8) years following Substantial Completion of the Work. The retroactive date for any claims made coverage shall be no later than the commencement date of the insured party's services on the Project. Sub-consultants of the Architect shall procure and maintain insurance in accordance with Architect's standard sub-consulting agreement. The Architect shall use sound business judgment in requiring the procurement of coverage from its sub-consultants, and all such sub-consultant coverages shall be subject to Owner's prior approval. The Architect confirms that all necessary insurances are in full force and effect. Insurance Certificates setting forth the necessary coverages for both the Architect and its sub-consultants are attached hereto as Exhibit C.

.5 Umbrella/Excess, \$5,000,000 each occurrence, \$5,000,000 aggregate

The Architect shall maintain umbrella/excess liability insurance on an occurrence basis. The amounts of such insurance may be satisfied by combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in this subparagraph.

§ 2.5.1 The Architect's insurance coverage shall be primary insurance as respects the additional insureds and any insurance maintained by the additional insureds shall be excess or contingent and shall not contribute with it. To the fullest extent permitted by law, the Architect, its sub-consultants and their insurers hereby waive all rights of recovery, whether under subrogation or otherwise, because of deductible clauses, inadequacy of limits, limitations or exclusions of coverage, against the additional insureds.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Exhibit A and Article 3 and include architectural, structural, mechanical, and electrical engineering services as set forth in this Agreement, including without limitation this Article 3, Exhibit A and Exhibit B, and including all those services that are reasonable and inferable therefrom. The Owner shall furnish civil engineering services and geotech services. The Architect shall be responsible for and shall coordinate and have full directing authority and control over all portions of the services covered by this Agreement, including those of its employees and consultants within the scope of this Agreement, and shall coordinate its services with consultants retained by the Owner.

Upon the effective date of this Agreement, the Architect shall conduct benchmarking similar facilities, conduct a site analysis, meet with the Town of East Hampton Engineering Bureau, and designated representatives of the Town Hall and the East Hampton Police Department, conduct interviews and workshops, and collect other information as necessary to document the current and anticipated program needs and space requirements; describe all desired spaces by function, size, environmental requirements, required relationships and adjacencies and special requirements for equipment, floor loading, special systems, sound isolation and access control; identify requirements for flexibility and expandability; project total net and gross square footage required to meet the program and space requirements; prepare and submit appropriate deliverables documenting the Architect's conclusions and recommendations as to the program needs and space requirements; and provide updates to such deliverables as the design services progress (hereinafter "Programming").

As part of the Architect's Basic Services to be performed, the Architect shall provide the following:

1. complete all necessary documentation for applicable agencies, including a Project "Charter" to articulate the Project goals and metrics;
2. develop preliminary and final design solutions for landforms, lawns, plantings, landscape construction, materials, site furniture, fixtures and equipment, and other landscape elements. The Architect shall prepare and submit preliminary and final specifications for required furniture, furnishings and equipment, including budgeting, and for each floor plan the Architect shall lay out, develop and submit preliminary and final design solutions for partition locations, materials, equipment, furniture and equipment layout, special interior design features, finished and colors;
3. assist in all cost estimating as set forth in the Owner's RFP;
4. evaluate traffic flow and parking patterns and develop plans for site circulation, parking, and direct access to the Project;
5. develop a communication plan and decision tree to facilitate Project advancement at key milestones; and
6. document decisions and maintain Project scheduling on time and on budget.

The Architect shall be responsible for and shall coordinate and have full directing authority and control over all portions of the services covered by this Agreement, including those of its employees and consultants within the scope of this Agreement.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall, in all phases of its services, cooperate fully and coordinate its services with those services provided by the Owner and the Owner's contractors and consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. The Owner shall retain a Construction Manager for the construction of the Project. The Construction Manager shall be referred to as the "Contractor" throughout this Agreement.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for key milestones set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Owner may direct the Architect to adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The schedule shall incorporate all required design information from Owner's consultants for the Preliminary Design, Schematic Design, Design Development and Construction Documents Phases and include sufficient periods of time for the process as well as review and coordination between all consultants. The Architect shall coordinate, and incorporate into its schedule, the design schedules and submission dates of all consultants, and shall make all reasonable efforts so that said scheduled submission dates are maintained. At each progress review meeting, the Architect shall identify any expected delays to the schedule. The Architect shall perform its services and submit all required deliverables in accordance with the approved schedule and this Agreement. **Time limits stated herein for the performance of the obligations under this Agreement are of the essence to the Owner.** The Architect shall not be held responsible for delays arising from the conduct of others or reasonably beyond the Architect's control; however the foregoing shall not be construed as limiting the Architect's responsibilities to monitor the progress of services and promptly advise the Owner of any slippage in progress, actual delays and reasonably anticipated delays.

§ 3.1.3.2 When it appears to the Architect that any of the milestone dates in the schedule will not be achieved, the Architect shall promptly notify the Owner in writing, including a detailed description of the nature and cause of the delay, and a proposed means of making up time lost within the overall schedule, including, if necessary, additional resource allocations.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval, unless said costs arise from an error or defect in the Drawings or Specifications.

§ 3.1.5 The Architect shall assist the Owner in preparing, submitting, revising from time to time pursuant to the Owner's instructions, and completing for the Owner's approval, all reasonable and customary documents and applications required to be filed, or deemed advisable by the Owner to be filed, in order to assist the Owner in obtaining any usual and customary permits or approvals in connection with the Project and to otherwise comply with the requirements of governmental authorities except to the extent that the preparation of the documents and applications for such filing is customarily the responsibility of third-parties, in which event the Architect shall assist and cooperate in connection therewith. The Architect shall, as part of Basic Services, appear and provide services in connection with any public or private hearings, proceedings relating to approvals or presentations and present Documents in the normal course of development in connection with the obtaining of such approvals.

§ 3.1.5.1 The Architect shall furnish its designs, documents and services in compliance with all applicable Governmental Requirements, including federal, state and local laws, statutes, regulations, ordinances, codes, rules, rulings, decisions and orders of governmental authorities (including without limitation those relating to hazardous materials, development of wetlands (as defined in the Contract for Construction), accessibility for the physically challenged, the Civil Rights Act of 1964, the Housing and Community Development Act, and all Equal Employment Opportunity Commission rules and regulations governing the services of this Agreement, the Work or the Project. The Architect agrees that this duty is non-delegable, and the Architect, by preparing, signing or sealing drawings as part of its services hereunder, agrees subject to the standard of care set forth in Section 2.2, to identify and comply with applicable Governmental Requirements. Nothing in this Agreement shall be construed to eliminate the Architect's responsibility to comply with Governmental Requirements. The Architect shall in the exercise of its professional judgment, interpret the Governmental Requirements accordingly for inclusion on the Contract Documents.

§ 3.1.5.2 As part of its Basic Services, the Architect shall make reasonable efforts to keep current on any proposed changes in Governmental Requirements that could impact the Project. Unless compensable as an Additional Service for the unanticipated issuance, enactment or revision of codes, laws or regulations or official interpretations pursuant to Section 4.3.1.3, changes required to be made to Instruments of Service due to changes in Governmental Requirements are included in the Architect's Basic Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of the Agencies.

§ 3.1.7 If the Architect observes or otherwise becomes aware of any fault, defect or nonconformance in the Work, or any error, omission or deficiency in the Contract Documents, it shall give the Owner prompt written notice thereof along with specific recommendations for addressing such issues.

§ 3.1.8 The Owner will conduct meetings with the Architect and the OPM, Contractor, consultants, and selected Subcontractors during the Design Development and Construction Documents phases to establish the elements of the design which can be considered for value engineering studies. The Architect, in cooperation with Contractor, shall perform value engineering studies and incorporate value engineering concepts into the Project's design as approved by or accepted by the Owner, which approval or acceptance shall not be deemed to transfer responsibility or relieve Architect from responsibility for such concepts or design.

§ 3.1.9 Environmentally Responsible Design. The Architect shall, as part of its Basic Services hereunder, make recommendations and incorporate environmentally responsible design approaches, including but not limited to, energy conservation and savings strategies, in the Drawings, Specifications and other deliverables. The Architect shall conspicuously identify in the Plans, Specifications and other deliverables, performance required of the Contractor for the purpose of achieving an energy efficient and environmentally responsible design. The Owner is

not seeking LEED certification or requiring the identification or implementation of alternative energy sources at this time. To the extent the Owner requires services of the Architect in achieving LEED certification or implementation of alternative energy sources, such services shall be furnished as an additional service.

§ 3.1.10 The Architect shall:

- .1 assist the Owner's Building Committee in hiring a consultant for project commissioning services; and
- .2 assist the Owner in hiring a testing agency for soils, concrete, rebar and steel including special inspections as required.

§ 3.2 PRELIMINARY DESIGN PHASE SERVICES

After receiving written authorization by the Owner to proceed, the Architect shall proceed with the Preliminary Design Phase services in an expeditious and efficient manner. As part of the Preliminary Design Phase services, the Architect shall:

§ 3.2.1 Refine/prepare information that includes a basis-of-design for the Project and code analysis for approval by the Owner's Building Committee.

§ 3.2.2 Work and consult with the Owner's Building Committee, designated representatives of the Town Hall and the East Hampton Police Department to prepare and finalize the Preliminary Design(s) and other necessary supporting paperwork to obtain approval from those agencies, and in support of the Referendum to the voters of the Town of East Hampton. Additional documents may include applications to the following Town Commissions: Planning and Zoning, Zoning Board of Appeals, Town Finance Committee, Town Council and the Building Committee. Architect shall receive assistance from the Program Manager in completing application information as related to site plans and existing utilities. Preliminary Design(s) shall include, but not be limited to: a detailed programming matrix outlining all usable spaces with estimated circulation factors representative of this schematic design phase arriving at the total square footage of the completed Town Hall and Police Station (approved by the Owner's Building Committee), floor plans representing building massing within the site, exterior renderings, and an interior rendering of Council Chambers, indicating the essence of design intent and preliminary estimates.

§ 3.2.3 Establish sustainability goals and options for the Project.

§ 3.2.5 Guide the Owner's Building Committee, the Program Manager and the Owner through the process of approving the Project concept and budget.

§ 3.2.6 Assist the Owner's Building Committee in the marketing of the Project for passage in a public Referendum.

§ 3.3 SCHEMATIC DESIGN PHASE SERVICES

After receiving written authorization by the Owner to proceed, the Architect shall proceed with the Schematic Design Phase Services in an expeditious and efficient manner. The Architect shall not proceed beyond the Preliminary Design Phase without a written notice to proceed from the Owner. Should the Architect do so, it would not be entitled to any compensation for such services and proceeds at its own risk.

§ 3.3.1 The Architect and its consultants shall immediately review all information furnished by the Owner, confirm its understanding of program requirements with the Owner, and work with Owner to further refine and define the program. The Architect shall familiarize itself with laws, codes, regulations, and Governmental Requirements applicable to the Architect's services. The Architect shall review the information made available by the Owner regarding site utility services and site features and shall evaluate the Project site. The Architect shall assess the reliability of the Owner's information and make recommendations for additional testing and investigations as necessary to properly coordinate the Project. The Architect shall provide a preliminary evaluation of the program, budget and schedule requirements, each in terms of the other. The Architect shall review with the Owner and its consultants site use and improvements, selection of materials, building systems and equipment. The Architect shall attend meetings during the Schematic Design Phase, as requested by Owner.

§ 3.3.2 Assist the Owner with RFQ and RFP services required by the Owner. Based on the program and budget requirements and updated Project scheduling prepare and submit Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents shall consist of drawings and other documents illustrating

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the scale and relationship of the Project components, including without limitation those listed below; and may include some combination of study models, perspective sketches or digital modeling. The Architect shall note preliminary selections of major building systems and construction materials on the Drawings or described in writing. The Schematic Design Documents shall include without limitation the following:

§ 3.3.2.1 Plot plan indicating the proposed location of the building(s); major improvements such as, boundary of Project site, parking areas, walks, plazas and location of exterior utilities and service lines.

§ 3.3.2.2 Floor plans showing all rooms and areas, entrances, exits, stairways, elevators, circulation corridors, office, administration, labs, public areas, firing range, jail cells, booking areas, evidence rooms, janitorial areas, showers, lockers, toilet rooms, major mechanical and electrical areas. A tabulation of areas, including net and gross areas of various parts of the Project shall be included.

§ 3.3.2.3 Building elevations showing, by block outline and breaks, the various building masses and how they coincide with the floor plans, including colors and typical fenestration pattern.

§ 3.3.2.4 Building sections showing floor to floor dimensions sufficient to indicate interface with existing structures.

§ 3.3.2.5 Detailed code analysis including identifying building construction type, required egress units, occupancy, smoke and fire separations, maximum travel distances, and wall and building separations. This shall also include an analysis of zoning regulations applicable to the Project, including parking requirements, FAR limits, site coverage, and building height.

§ 3.3.2.6 In cooperation with the OPM, an updated design schedule; addressing major elements of the design including anticipated dates for the design reviews, Owner approvals and permit applications. The schedule shall identify any required phasing of the Work. The schedule must be detailed enough to track required tasks for all aspects in the design of the Project, including without limitation those that involve impact, the design and all approvals.

§ 3.3.2.7 A full building energy model for review by the Owner incorporating; daylighting and lighting modeling, computational fluid dynamics (CFD), building component analysis, HVAC analysis, building thermal analysis, whole building energy simulation programs (BESP).

§ 3.3.2.8 Establish greening goals and options for the Project, for achieving sustainability goals in accordance with CT High Performance Building Standards.

§ 3.3.2.9 The Architect shall work together with the Project Manager to develop the Program budget, which must include, but is not limited to, hard and soft costs for construction, administration and inspection, permitting, printing, advertising, architectural/engineering, special inspections, and prevailing wage requirements.

§ 3.3.2.10 Assist the Owner in the marketing of the Project to the public.

§ 3.3.3 (NOT USED.)

§ 3.3.4 The Architect shall review with the Owner alternative approaches for design and construction of the Project to permit the Owner to determine the most economical design consistent with the requirements of the Project.

§ 3.3.4.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.4.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.5 The Architect shall, as required by Owner, meet with the Owner and the Program Manager to reconcile the estimates and to perform Value Engineering, if necessary to stay on budget prior to proceeding to the Design Development Phase.

§ 3.3.6 The Architect shall submit five (5) sets of Schematic Design Documents (and make the same available to the Owner electronically) to the Owner, and request the Owner's approval. The Schematic Design Phase shall not be deemed completed until the Owner has provided written approval of the Schematic Design Documents, including without limitation, the drawings, systems checklist, energy model, general description, tabulations of areas, and the final design schedule, and the Owner has given the Architect written approval to proceed to the Design Development Phase.

§ 3.4 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including Building Information Modeling (BIM) technology software which include plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.1.1 The documents to be submitted by the Architect for the Design Development Phase shall include, without limitation: plans of each floor; major building elevations; building sections; large scale drawings of the building core; elevator areas; mechanical areas; site plans sufficiently complete to attain necessary planning and zoning board approvals; outline specifications; updated energy models; and such other deliverables as may be necessary for the Architect to comply with its obligations hereunder.

§ 3.4.1.2 The Architect and the Contractor will each prepare independent estimates for the Cost of the Work during Design Development. The Owner, Contractor and Architect shall, as required by Owner, meet with the Owner and the OPM to reconcile the estimates. If the updated estimate of the Cost of the Work at the end of the Design Development Phase exceeds the accepted budget, the Architect shall recommend to the Owner items of possible cost reduction to the scope of the Project to bring it within such budget. If the Owner, in its sole discretion, chooses to revise the budget, it shall so notify the Architect expressly in writing. Revisions to the Architect's deliverables on account of approved scope reductions shall be incorporated into the Construction Document Phase services.

§ 3.4.2 (NOT USED)

§ 3.4.3 The Architect shall, as part of its Basic Services, provide two (2) sets of progress Drawings (and make the same available to the Owner electronically) at 50% and 100% completion of the Design Development Phase. The Architect will perform an in depth review of the Drawings, and participate in cost control studies and constructability review meetings with the other members of the Project team at 50% and 100% completion of the Design Development Phase. The Architect shall review and verify the Design Development Documents and verify any corrections to the documents per the results of the risk analysis, cost control studies and quality review meetings. The Architect shall further review the Design Development Documents (as applicable) with the Town of East Hampton Building Inspector and Fire Marshall, and utility companies to ensure standards are satisfied and to make any necessary corrections.

§ 3.4.4 The Design Development Phase shall not be deemed completed until the Owner has approved and fully accepted the Design Development Documents prepared by the Architect, and the Owner has given the Architect written approval to proceed to the Construction Documents Phase.

§ 3.4.5 (NOT USED)

§ 3.5 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.5.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect

shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work including, but not limited to, notices for public meetings, special approvals from the Town of East Hampton departments or commissions, land profile views, elevations, cross sections and typical details.

§ 3.5.2 The Architect shall, as part of its Basic Services, provide four (4) sets of progress Drawings (and make the same available to the Owner electronically) at 50%, 90% and 100% completion of the Construction Documents Phase. The Architect and Contractor shall update their estimates of the Cost of the Work for the Construction Documents Phase Services at 50% of Construction Documents. The Architect will perform an in depth review of the Budget, Drawings, and participate in risk analysis, cost control studies and constructability review meetings with other members of the Project team at completion of 50% and 90% Construction Documents to consider design intent.

§ 3.5.3 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities and Agencies having jurisdiction over the Project, after consultation with and approval by Owner. The Architect shall verify submittal/application requirements with applicable governmental authorities prior to submittal of Construction Documents for permitting. Architect will work with Owner in the preparation and submission of all necessary documents and deliverables to successfully complete the permitting process.

§ 3.5.4 The Architect shall compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.5.5 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, subject to the dispute resolution provisions in Article 8, the Owner may hold the Architect responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.5.6 The Architect shall assist the Owner in obtaining the approval of Agencies to begin the Bidding Phase. Such assistance shall include attending some or all meetings with the Agencies, producing any documents and providing any services reasonably required of the Architect and requested of the Owner by the Agencies, and, upon the Owner's written approval, making any adjustments to the Construction Documents requested by the Agencies.

§ 3.5.7 The Architect shall assist the Owner and Program Manager in coordinating the RFP and bid process for the Construction Phase Services and in obtaining all required building permits and approvals, respond promptly to all questions and comments concerning such permits and approvals, and revise the Construction Documents to consider design intent.

§ 3.6 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.6.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Contractor by participating in scope review meetings with bidders, preparing responses to questions, and as may be otherwise required by Owner in the review of bids or proposals.

§ 3.6.2 COMPETITIVE BIDDING

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect shall assist the Owner in bidding the Project as required by the Owner, coordinating with and assisting the Project Manager and Contractor with the following:

- .1 (NOT USED.)
- .2 (NOT USED.)
- .3 participate in a pre-bid conference for prospective bidders; and
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- .5 (NOT USED.)

§ 3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents or proposal requirements permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.3 NEGOTIATED PROPOSALS

§ 3.6.3.1 (NOT USED.)

§ 3.6.3.2 (NOT USED.)

§ 3.6.3.3 (NOT USED.)

§ 3.7 CONSTRUCTION PHASE SERVICES

§ 3.7.1 GENERAL

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor, as set forth below, and in AIA A201 – 2007, General Conditions of the Contract for Construction, as modified. If the Owner and Contractor modify the AIA A201 General Conditions, those modifications shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement.

§ 3.7.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for negligent acts or omissions, intentional misconduct, or breach of this Agreement by the Architect or those for whom it is responsible, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.7.1.3 Subject to Section 4.3 and Section 3.7.6.5 and 3.7.6.6, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on Final Completion.

§ 3.7.2 EVALUATIONS OF THE WORK

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the Work, and promptly provide written reports to the Owner of its site visits, which shall note: (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any Work recommended by the Architect to be rejected or additional inspections or testing recommended by the Architect.

§ 3.7.2.2 The Architect has the obligation to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend that the Owner reject or require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall submit to the Owner documentation supporting such recommendation, and the Owner may engage, at its expense, independent consultants or testing laboratories to confirm the Architect's recommendation. However, neither this obligation of the Architect nor a decision made in good faith in the exercise thereof shall give rise to a duty or responsibility of

the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

§ 3.7.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.7.2.5 (NOT USED.)

§ 3.7.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Architect recommends that the Owner release payment to the Contractor in the amount requested. The foregoing representations are subject (1) to results of subsequent tests and inspections, (2) to correction of minor deviations from the Contract Documents prior to completion, and (3) to specific qualifications expressed by the Architect.

- .1 The Architect shall withhold Certificates for Payment and make recommendations to the Owner as to the aggregate sums to be withheld in accordance with § 9.5 of the General Conditions.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.7.4 SUBMITTALS

§ 3.7.4.1 The Architect shall review the Contractor's submittal schedule and shall promptly notify the Owner and Contractor of any objections thereto. The Architect's action in reviewing submittals shall be taken in accordance with the submittal schedule or, in the absence of a submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Submittals shall be reviewed by the Architect and returned to the Contractor promptly and in accordance with the approved schedule. If the Architect believes that more time is required in connection with any submittal based on the requirements of good professional practice, the Architect shall so advise the Owner and the Contractor in writing prior to the end of the allowable time period. The Architect shall be responsible for ensuring the timely response by the Architect's Consultants to all submittals.

§ 3.7.4.2 In accordance with the submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information ("RFI's") about the Contract Documents. A properly prepared RFI shall be in a form prepared or approved by the Architect and the Owner and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise no more than ten (10) days from the Architect's receipt of the RFI. If the Architect believes that more time is required in connection with any RFI based on the requirements of good professional practice, the Architect shall so advise the Owner and the Contractor in writing prior to the end of the allowable time period. The Architect shall be responsible for providing a timely response by the Architect to all RFIs. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to RFI's. Notwithstanding the foregoing, if the Architect determines in its professional judgment that a subsequently filed RFI should take precedence to maintain the Schedule, the Architect may recommend to the Owner and Contractor that the Architect re-prioritize responses to RFIs in the interests of keeping the Project on schedule.

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.7.4.6 The Architect, as part of its Basic Services, shall prepare a full set of as designed record drawings.

§ 3.7.5 CHANGES IN THE WORK

§ 3.7.5.1 If requested by the Owner, the Architect will review Change Orders prepared by the Contractor, prepare Construction Change Directives as directed by the Owner, and may, at the Owner's direction authorize minor changes in the Work, subject to the provisions of Section 4.3, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall give the Owner prompt written notice of any such proposed minor change. In connection with all modifications, the Architect shall, as part of its Basic Services, prepare, reproduce and distribute to the Owner and the Contractor revised drawings and other documents that describe Work to be added, deleted or modified as part of the modification.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.7.6 PROJECT COMPLETION

§ 3.7.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; prepare Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment, based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.7.6.5 The Architect shall cooperate with the Owner's consultants to provide reasonable assistance to the Owner in the review and start-up of mechanical, electrical, heating, ventilating and air conditioning systems in conformance with the performance design.

§ 3.7.6.6 Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and conduct warranty inspections.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2, except to the extent such services result from the breach of this Agreement or negligent act or omission of the Architect or those for whom it is responsible.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Basic Services – See Art. 3.2
§ 4.1.2 Multiple preliminary designs	Architect	Basic Services – See Art. 3
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing Conditions Assessment	NP	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	NP	
§ 4.1.6 Building information modeling	Architect	Basic Service
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	Architect	Basic Service – See Art. 3
§ 4.1.9 Architectural Interior Design	Architect	Basic Service – See Art. 3
§ 4.1.10 Value Analysis (B204™–2007) (beyond the requirements of Article 3)	Architect	Additional Service
§ 4.1.11 Cost Estimating assistance	Architect	Basic Services – See Art. 3
§ 4.1.12 On-site project representation (beyond the requirements of Article 3 and 4.3.3)	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	Architect	Basic Services – See Art. 3
§ 4.1.15 As-Constructed Record drawings	NP	
§ 4.1.16 Post occupancy evaluation	Architect	Basic Services – See Art. 3
§ 4.1.17 Facility Support services (B210™–2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	Architect	Basic Service – See Art. 3
§ 4.1.20 Telecommunications/data design	Architect	Basic Services – See Art. 3
§ 4.1.21 Security Evaluation and Planning	Architect	Basic Service – See Art. 3
§ 4.1.22 Commissioning (B211™–2007) (beyond the requirements of 3.3.5.1)	Owner	
§ 4.1.23 Extensive environmentally responsible design (beyond the requirements of Article 3)	NP	

Init.

§ 4.1.24	LEED [®] Certification (B214™–2007)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	Additional Services – Scope and fee to be determined

(Paragraphs deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

(Paragraphs deleted)

§ 4.2.1 (NOT USED.)

(Paragraphs deleted)

§ 4.2.2 (NOT USED.)

(Paragraph deleted)

§ 4.2.3 BIM. As regards § 4.1.6, the Architect, as part of its services hereunder, shall coordinate its services and those of the Owner's consultants in the preparation of a Building Information Model (BIM) to be described in a mutually agreed BIM protocol document.

(Paragraphs deleted)

§ 4.3 The Owner may, without invalidating this Agreement, add, delete, modify or alter the Architect's services within the general scope of this Agreement. Except to the extent that such services are required due to the fault, breach of this Agreement or negligence of the Architect or those for whom it is responsible, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 (NOT USED.)
- .3 Changing or editing material revisions to previously prepared Instruments of Service necessitated by the unanticipated issuance, enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors provided that the Architect has previously notified the Owner in writing of the date by which a decision is required;
- .5 (NOT USED);
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the issues in question relate to fault, breach of this Agreement, or any negligent, or allegedly negligent, acts or omissions of the Architect or those for whom it is responsible;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .8 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, except if required to maintain budget, and only those beyond the alternates already included as part of Basic Services.

(Paragraphs deleted)

Init.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, prior to providing the following Additional Services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing an unreasonable amount of Contractor's submittals out of sequence from the submittal schedule;
- .2 Responding to an unreasonable amount of Contractor's RFIs where such information is readily available to the Contractor from a review and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring the preparation or revision of Instruments of Service except to the extent such services are due to the fault, breach or negligence of the Architect or those for whom it is responsible;
- .4 Evaluating substitutions proposed by the Contractor after the Construction Documents are finalized and making subsequent material revisions to Instruments of Service resulting therefrom; or
- .5 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 180 days after the date of Substantial Completion of the Work, except those services contemplated by § 3.7.6.6.

(Paragraph deleted)

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor, unless such additional review arises from an error, omission or breach by the Architect;
- .2 weekly visits to the site by the Architect over the duration of the Project during construction;
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 two (2) inspections for any portion of the Work to determine final completion.

(Paragraphs deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within three (3) months of the scheduled Substantial Completion date, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to the extent that the Architect demonstrates cost ramifications and actual impact to its services. To the extent that the services which extend beyond the date set forth herein are limited to inspection of the work for substantial or final completion or other similarly limited services as set forth in § 3.7, the Architect shall not seek any additional compensation.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

(Paragraph deleted)

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect.

§ 5.3 The Owner has retained an OPM to act on the Owner's behalf with respect to the day to day operations of the Project. Unless expressly directed otherwise by the Owner, the Architect shall report to the OPM. The Owner shall

render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner has retained C&E Enterprise, LLC to serve as the OPM upon whose authority, directions, instructions and suggestions the Architect and Contractor may rely with respect to the day to day operations of the Project. For material issues such as scope changes, Change Orders, Project schedule or Project budget, the OPM reports to Michael Maniscalco, the Owner's Town Manager, or such other individual as may be appointed by Owner, who shall have final authority to render such decisions on material issues on behalf of the Town.

(Paragraph deleted)

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

(Paragraph deleted)

§ 5.5 To the extent reasonably required, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall require its own consultants to coordinate their services with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 Except as otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided that the Owner's failure to do so shall not excuse the Architect's non-performance.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized by the Owner, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect reasonable access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect reasonable access to the Work wherever it is in preparation or progress.

§ 5.13 The Architect acknowledges that the Owner is a municipal corporation and that the Owner's obligation to make payments under this Agreement is contingent upon the appropriation by the Owner's funding authorities sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payments hereunder are not appropriated, the Owner may terminate this Agreement pursuant to § 9.5.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, Owner's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared or evaluated by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In assisting the Contractor in estimates of the Cost of Work, the Architect shall be permitted, subject to Owner review and approval, to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work.

§ 6.6 If at any time the cost estimate based upon the then current design documents reveals that the budget may be exceeded, the Architect and its consultants shall meet with the Owner and its designee to discuss the estimate and shall at the direction of the Owner, revise the then current design documents as necessary so that the estimated construction cost conforms with the budget. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project or portion thereof within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as an Additional Service shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase services, or the budget as adjusted under Section 6.6.1, unless the

modifications are required due to the error, omission or other negligent act or breach of this Agreement by the Architect, in which case Architect shall perform such modification without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

§ 7.1 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 All designs, architectural works and Instruments of Service, including the Drawings and Specifications, authored or prepared by the Architect and the Architect's consultants shall be the property of the Owner, along with all common law, statutory and other reserved rights, including copyrights, therein. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the such rights.

§ 7.3 Upon execution of this Agreement, the Owner grants to the Architect a nonexclusive license to use, reproduce, modify and make derivative works from the Architect's architectural works, designs and Instruments of Service solely for the purpose of performing the Architect's obligations hereunder. The Owner may authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to use and reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner modifies the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases such author from all Claims and causes of action arising from such modification. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless such author from all costs and expenses, including the cost of defense, related to Claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The Architect shall not incorporate in its designs, architectural works or Instruments of Service a design, process or product that infringes any trademark, service mark, copyright, patent or other proprietary interest held by any third-party for which it has not obtained all necessary permissions and paid all royalties and license fees.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.1 GENERAL

§ 8.1.1 A Claim is a demand or assertion seeking adjustment in compensation, payment of money, extension of time or other relief with respect to, arising out of, or relating to the terms of this Agreement. The Owner and Architect shall commence all Claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction and attached as Exhibit B hereto. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 (NOT USED.)

(Paragraph deleted)

§ 8.2 MEDIATION

(Paragraph deleted)

§ 8.2.1 Any Claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

(Paragraph deleted)

§ 8.2.2 The Owner and Architect shall endeavor in good faith to resolve Claims, disputes and other matters in question between them by mediation with those parties who the Owner believes are necessary for resolving the Claim, dispute or other matter, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Architect shall include similar provisions in any of its consultant agreements obligating its consultants to participate in any such consolidated mediation.

§ 8.2.3 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.

(Paragraph deleted)

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- ☒ **[X]** Arbitration pursuant to Section 8.3 of this Agreement (at Owner's option) or
- ☒ **[X]** Litigation in a court of competent jurisdiction (if the Owner does not elect to arbitrate)
- ☐ **[]** Other (Specify)

§ 8.2.5 The Architect hereby agrees to participate in good faith in a consolidated mediation with all other parties that the Owner deems necessary for complete resolution of any claims or disputes. Architect shall include similar provisions in any of its consultant agreements obligating its consultants to participate in any such consolidated mediation.

(Paragraphs deleted)

§ 8.3 ARBITRATION

§ 8.3.1 If the Owner elects to have any claims or disputes decided through arbitration as the method for binding dispute resolution in this Agreement, any Claim, dispute or other matter in question arising out of or related to this Agreement 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. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

(Paragraph deleted)

§ 8.3.1.1 If Owner elects to have any claims or disputes decided through arbitration, a demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim, dispute or other matter in question 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, dispute or other matter in question.

(Paragraphs deleted)

§ 8.3.1.2 If the Owner elects arbitration, the venue for all arbitration hearings and presentation of evidence and witnesses shall be the place of the Project.

(Paragraphs deleted)

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

(Paragraphs deleted)

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(Paragraph deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 If the Owner elects arbitration, the Owner, may request to 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).

§ 8.3.4.2 The Owner may request to 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.

§ 8.3.4.3 (NOT USED.)

§ 8.4 If the Owner does not elect arbitration, any dispute not resolved in mediation shall be subject to litigation in a court of competent jurisdiction in the State of Connecticut. Venue for any such litigation shall be the Judicial District of Middlesex at Middletown.

§ 8.5 Pending final agreement as to the impact of Additional Services on compensation or schedule, or as to resolution of a Claim, the Architect shall proceed diligently with performance of its contractual obligations.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 15 days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner, by written notice, suspends the Project for more than 120 days, the Architect shall be compensated for services performed prior to the effective date of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 (NOT USED.)

§ 9.4 Except as provided in § 9.1, either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement

through no fault of the party initiating the termination, provided that the notified party fails to cure its nonperformance within such period.

§ 9.4.1 The Owner may terminate this Agreement for cause upon not less than fifteen (15) days' written notice should the Architect fail to: (a) provide satisfactory assurances to the Owner of its ability to properly complete its contractual obligations; (b) perform its contractual obligations with the diligence that will ensure its completion within the time specified in the schedule; (c) repeatedly make payment to its consultants for services furnished in accordance with their respective consulting agreements; (d) disregards applicable laws; (e) submits an invoice, certification or other document that is intentionally falsified; or (f) becomes insolvent or files for bankruptcy protection.

§ 9.4.2 In the event that the Owner terminates this Agreement for cause, payment shall be withheld until the services are completed and the Owner's costs of completion are liquidated. If the unpaid balance of the Architect's Fee payable to the effective date of termination exceeds the Owner's costs of completing the Architect's services and other damages incurred by the Owner as a result of the termination, such excess shall be paid to the Architect. If such costs and damages exceed the unpaid balance, the Architect shall pay the difference to the Owner. Nothing herein shall be deemed a waiver of the Architect's rights to recover payment for services performed pursuant to the dispute resolution provisions in Article 8.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not based on the fault of the Architect, the Architect shall be compensated solely for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, and excluding anticipated profit on the value of the services not performed by the Architect.

§ 9.8 In the event that a termination by the Owner for cause is ultimately deemed wrongful by a trier of fact, such termination shall be conclusively deemed to be a termination for convenience by the Owner under § 9.5, and the Architect's sole rights and remedies against the Owner shall be as set forth in § 9.6.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

§ 10.1 This Agreement shall be governed by the law of the State of Connecticut.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. All references herein to the A201-2007 or General Conditions shall refer to the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified and attached as Exhibit B hereto.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 5 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 5 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 If the Architect or its consultants know or become aware of hazardous materials or toxic substances at the Project site other than those introduced by those performing the Work, or if they become aware of any spill or release of hazardous materials or toxic substances at the Project site, the Architect shall immediately notify the Owner. Except as otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall indemnify and hold harmless the Architect from and against claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the presence of a hazardous material or toxic substance at the Project site, except to the extent of the Architect's negligence or failure to comply with this Paragraph.

§ 10.7 The Architect shall not have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials without the prior, written consent of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations if the Owner so consents. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project for a reasonable period following the completion of the Project. The Architect's rights, but not its obligations, under this section shall terminate upon termination of this Agreement by either party.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Records and Audits. The Architect shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for eight (8) years after the expiration date of this Agreement unless permission to destroy them is granted by the Owner.

§ 10.10 Interest of Members of an Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in conjunction with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in this Agreement.

§ 10.11 Interest of Architect and Employees. The Architect covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Architect further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

§ 10.12 Gifts. The Architect shall refrain from making gifts or money, goods, real or personal property or services to any appointed or elected official or employee of the Town of East Hampton or the East Hampton Police Department or an appointed or elected official or employee their Boards, Commissions, Departments, Agencies, or Authorities. All references to the Architect shall include its officers, directors, employees, and owners of more than 5% equity in the Architect. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be terminated.

ARTICLE 11 COMPENSATION

(Paragraphs deleted)

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Excluding the Preliminary Design Phase which shall be a fixed fee of \$95,000, the Architect shall perform the Basic Services in exchange for payment in the amount of 8.5% of the Owner's budget for the Cost of the Work, as

calculated in accordance with Section 11.6, which is currently budgeted at \$13,394,060. The Total Basic Compensation, which includes: a) the Preliminary Design Phase fixed fee and b) 8.5% of the Owner's budget for the Cost of the Work for all other Project phases, is estimated at \$1,138,500.00. [Amount excludes reimbursable expenses and Consulting Services (if requested by the Town) incurred to file a grant application with the State Department of Education for the School Construction Grant Program.]

§ 11.2 For Additional Services designated in Section 4.1, before commencing any Additional Services, the Architect shall provide the Owner with a written proposal to provide such services on the basis of a stipulated sum. If the scope of the change cannot be sufficiently determined, the Owner shall compensate the Architect to the extent that the Architect demonstrates cost ramifications and actual impact to its services, as follows:
(Insert amount of, or basis for, compensation.)

Hourly at the rates set forth in the attached Proposal, Exhibit A.

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Sections 4.1 and 4.3, before commencing any Additional Services, the Architect shall provide the Owner with a written proposal to provide such services on the basis of a stipulated sum. If the scope of the change cannot be sufficiently determined, the Owner shall compensate the Architect to the extent that the Architect demonstrates cost ramifications and actual impact to its services, as follows:
(Insert amount of, or basis for, compensation.)

Hourly. Rates as set forth in the attached Proposal, Exhibit A.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be hourly. Rates as set forth in the attached Proposal, Exhibit A. Compensation for Consulting Services (if requested by the Town) incurred to file a grant application with the State Department of Education for the School Construction Grant Program, for a fee not to exceed \$3,500.00.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Preliminary Design Phase	fixed fee	\$95,000.00
Schematic Design and Design Development Phase	percent	(35%)
Construction Documents,* Procurement and Construction Phase	percent	(65%)
Total Basic Compensation	percent	(100%)

*Excludes Consulting Services (if requested by the Town) for filing a School Construction Grant Program application with the State Department of Education.

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be provided its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraphs deleted)

§ 11.5.1 Compensation for services based on a stipulated sum or percentage basis shall be billed and paid in accordance with § 11.5 and shall include all compensation attributable to such portion of the services to which the Architect is entitled, exclusive only of Reimbursable Expenses as defined in § 11.8, and including without limitation: (a) direct wages and/or salaries; (b) payroll taxes; (c) contributions, assessments, and benefits required by

law, or otherwise customary and reasonable; (d) general and administrative overhead; (e) profit; and (f) consultant costs.

(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Adjustments to the budget that are attributable to changes in the Work for which the Architect has been compensated as Additional Services shall not be included in such calculation.

§ 11.6.1 When compensation is based on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 and Exhibit A based on the Cost of the Work at the end of the Design Development Phase for such portions of the Project. The Architect shall be entitled to compensation for services rendered in accordance with this Agreement for all completed services performed.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. For Additional Services designated in Section 4.1, before commencing any Additional Services, the Architect shall provide the Owner with a written proposal to provide such services on the basis of a stipulated sum. If the scope of the change cannot be sufficiently determined, the Owner shall compensate the Architect to the extent that the Architect demonstrates cost ramifications and actual impact to its services, as follows:

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

Hourly. Rates as set forth in the attached Proposal, Exhibit A.

§ 11.7.1 Allowable hourly billing shall be limited strictly to time reasonably and necessarily required to perform the services, at the hourly rates set forth herein, which rates include all compensation attributable to such portion of the services to which the Architect is entitled, exclusive only of Reimbursable Expenses as defined in § 11.8, and including without limitation: (a) direct wages and/or salaries; (b) payroll taxes; (c) contributions, assessments, and benefits required by law, or otherwise customary and reasonable; (d) general and administrative overhead; and (e) profit.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses as defined in § 11.8 are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project (and not necessitated by Architect's breach of this Agreement, or errors, omissions or negligent acts of the Architect or its consultants), as follows:

- .1 Transportation and authorized out-of-town travel and subsistence (at fares and rates pre-approved by the Owner);
- .2 Project Web sites, and extranets;
- .3 Third party fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing and reproductions, other than for the office use of the Architect or its consultants;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Additional insurance beyond what is required by this Agreement, if specifically requested by the Owner in writing; and
- .10 Other Project-related expenditures approved by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the direct and reasonable expenses incurred by the Architect at cost. The Architect shall seek prior written authorization from the Owner prior to incurring any individual Reimbursable Expenses of greater than \$300. The Architect's consultants shall be compensated for

direct and reasonable expenses incurred at cost. The Architect shall not markup via the multiplier the Architect's or its consultant's reimbursable expenses. Reimbursable expenses shall not exceed \$25,000.00 total for the Project without the Owner's written authorization.

§ 11.9 (NOT USED.)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 (NOT USED.)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of the presentation of the Architect's invoice, unless the Owner has grounds to withhold payment, at the interest rate below:

Prime rate plus 1% per annum as established by the Bank of America.

§ 11.10.3 The Architect's invoices shall be in a form acceptable to the Owner.

§ 11.10.3.1 Portions of the Fee designated as fixed shall be computed in each invoice on the basis of the percentage of each portion of the services that is properly completed through the period covered by the invoice, less the aggregate of previous payments made by the Owner on account of such portion of the services.

§ 11.10.3.2 Portions of the Fee designated as NTE and amounts invoiced on the basis of hourly rates shall be computed in each invoice on the basis of the number of hours actually incurred by the personnel furnishing such services during the period covered by the invoice. Invoices containing such amounts shall be accompanied by an itemized statement of the actual tasks and hours devoted to the Project on a daily basis by such personnel during the billing period.

§ 11.10.3.3 Invoices that include Reimbursable Expenses shall be accompanied by receipts and other supporting data acceptable to the Owner with sufficient detail to enable the Owner to substantiate such Reimbursable Expenses. Reimbursable Expenses, and expenses pertaining to Additional Services, shall be itemized in the Architect's invoices, and records of such expenses and services shall be maintained by the Architect and made available to the Owner at mutually convenient times.

§ 11.10.3.4 The Architect shall examine the invoices of its consultants to confirm that all claimed fees and expenses are allowed under the Agreement, and shall not include ineligible amounts in its invoices to the Owner. Invoices that include fees based on NTE or hourly rates shall be accompanied by invoices of the Architect's consultants.

§ 11.10.3.5 The submission of the Architect's invoice for payment shall constitute the Architect's representation that:

- .1 the amounts sought are due and earned in accordance with the Agreement;
- .2 it shall use the amounts requested to discharge its financial obligations on account of services furnished for the Project and included in the invoice;
- .3 it has discharged its financial obligations on account of services furnished for the Project for which the Owner has made payment; and
- .4 to the best of its knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services to the Project on its behalf.

§ 11.10.3.6 The Architect's invoices shall also be accompanied by such other data, accounts and receipts substantiating amounts invoiced by the Architect as reasonably requested by the Owner.

§ 11.10.4 Upon payment by the Owner, the Architect shall promptly, but in no event later than thirty (30) days after receiving the Owner's payment, pay its consultants the amounts to which they are entitled.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

Init.

(Table deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless C&E Enterprise, LLC, the Owner and all of their officers, directors, employees and affiliated entities ("Indemnified Parties") from and against claims, damages, losses, judgments and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the performance of the services of this Agreement, but only to the extent caused by the violation of Laws and Governmental Requirements, breach of this Agreement or any negligent acts, errors or omissions of the Architect, its consultant, 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 an Indemnified Party hereunder. Nothing herein shall be deemed to require the Architect or its Consultants to indemnify or hold harmless the Indemnified Parties for indemnity losses caused by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – Initial Information (set forth in Article 1.1)

Exhibit B – AIA Document A201-2007, General Conditions, as modified

Exhibit C – Certificates of Insurance

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

OWNER

(Signature)

Michael Maniscalco, Town Manager

(Printed name and title)

ARCHITECT

(Signature)

Anthony J. Amenta, AIA, LEED AP - Principal/President

(Printed name and title)

(Table deleted)(Paragraphs deleted)

EXHIBIT A

INITIAL INFORMATION

EXHIBIT A-1

**REQUEST FOR PROPOSAL DATED
FEBRUARY 24, 2017 AND THE
DEPARTMENT AND FACILITY
SPACE NEEDS ASSESSMENT AND
SCHEMATIC SITE LAYOUT**

EXHIBIT A-2

**ARCHITECT'S PROPOSAL DATED
MARCH 21, 2017**

Town of East Hampton
New Town Hall and Police Station
Architectural Services

Request for Proposal

Bid # 2017- 3

All Proposals must be made in accordance with the specifications supplied by:

The Town of East Hampton

Office of the Town Manager

20 East High Street

East Hampton, CT. 06424

Office – (860)267-4468

Fax – (860)267-1027

Responses to the Proposal must be received by the Town Manager's office no later than 11:00 a.m. Eastern Time on March 21, 2017.

RFP 2017-03

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Request for Proposal
New Town Hall and Police Station
East Hampton, CT. 06424
Bid #2017-03

I. PROJECT SPECIFICATIONS

1. Introduction

The Town of East Hampton ("Town") is seeking proposals ("Proposals") from qualified architectural firms ("Architect" or "firms") to provide complete design services for the construction of a new Town Hall and Police Station ("Project"). These services will include traditional design and construction administration services to be provided by the Architect in conjunction with the Town's Program Manager ("Program Manager"). Interested parties should submit a Proposal in accordance with the requirements and directions herein.

The Town will use a qualifications and fee based selection process in order to select the firm most appropriate for the requirements of the Project. Proposals will be reviewed according to the general criteria listed below. Proposals should focus on process and the firm's approach to this particular Project.

2. Acknowledgment Form

IMPORTANT INFORMATION: The Acknowledgment Form included at the end of this Request for Proposal ("RFP") shall be filled out and returned immediately.

3. Site Location

Adjacent to 138 East High Street, East Hampton, CT. 06424 (Located in the Edgewater Hill Development)

4. Scope of Services

The Architect's contract will be for comprehensive professional services associated with the practice of architecture, including: structural, mechanical, plumbing, electrical and such other specialty services, including AV consulting. The Town will retain a civil engineer directly, and the FF&E consulting will be handled through the Program Manager. Design services shall be comprised of the following project phases: Conceptual Design, Schematic Design, Design Development, Construction Documents, Procurement, Construction Administration and Closeout.

The Town supports sustainable building practices and seeks firms with expertise in the application of sustainable design principles.

This RFP is issued as a two-phase request for proposal: 1) for the Design Phases as specified in Section 4.1 and 4.2; and 2) the Construction and Bid Documents and Construction Administration Phases as specified in Section 4.3.

All services must be provided with the highest level of professional skill, care and judgment and be in compliance with all Federal, State and Local requirements. Each Architect shall familiarize itself with all information and documents furnished with this RFP, including the documents entitled "Space Needs Assessment" included with this RFP.

4.1 *Preliminary Design Phase – Conceptual Design*

For the Preliminary Design Phase, the Architect shall address the Scope of Services delineated herein and any additional scope as determined to be required of architects as follows:

1. Perform all investigative work necessary for the Architect to establish and familiarize itself with existing site conditions and applicable code requirements and provide code analysis to the Town.
2. Work and consult with the Town's Building Committee, Program Manager, Town Staff and Police Department to prepare and finalize the existing program specifications and other necessary documents for purposes of review and approval by Town agencies and in support of the Referendum currently scheduled to take place in September, 2017, including without limitation all documents required for applications to the following Town Commissions; (Planning & Zoning, Zoning Board of Appeals, Town Finance Committee,

Town Council and the Building Committee). Program Manager will assist the Architect in providing any available site plan and existing utility information for the applications to the various commissions.

4.2 Schematic and Design Development Phase

1. Upon passage of the Referendum, and written authorization to proceed from the Town, prepare Schematic Design documents, and assist in reviewing the updated budget, initial estimates and updated project scheduling.
2. Upon completion of Schematic Design, and Town authorization to proceed, prepare complete Design Development documents, including drawings and outline specifications. Design Development documents will be prepared in two stages, at 50% and 100% completion. Work in conjunction with the Program Manager in developing a budget. Budgets must be comprehensive, including hard and soft costs for construction, administration and inspection, permitting, printing, advertising, architectural/engineering, special inspections, and prevailing wage requirements.

4.3 Construction and Procurement Documents, and Construction Administration

1. In conformance with the requirements of the updated Design Development plans, prepare complete Construction Documents in such detail as to allow for a detailed bidding by trade contractors, including, but not limited to: notices for public meetings, special approvals from Town departments or commissions, plan and profile views, elevations, cross sections, typical details and detailed cost estimate breakdown. All Construction Documents shall be submitted at the 50%, 90% and 100% stages of completion.
2. Provide finished and ready for construction drawings and specifications for bidding based on the schedule under Article I, section 6.1 of this RFP. It is expected that your firm will be working with the Town's Program Manager in coordinating the complete RFP and bid process for construction services (i.e.: attendance at public hearings, preparation of RFP for construction services, participation in meetings, assist in review of construction management proposals, bids and qualification of bidders for trades, including analysis of bids and recommendations regarding same; answer questions and clarify drawings and specifications for Town and bidders; assist Town in negotiation of proposals for construction management services, and other aspects of construction RFP and bidding process, as necessary, etc.).
3. Please note the Town of East Hampton is subject to prevailing wage requirements in accordance with Connecticut law. Budgets prepared in

conjunction with the Town's Program Manager must be comprehensive, including costs for construction, administration and inspection, permitting, printing, advertising, architectural/engineering, special inspections, materials testing, etc. A presentation of the preliminary design and construction cost estimates to the Building Committee should be considered in your Proposal.

4. Assist Construction Manager and Program Manager during the Construction Phase of the Project as needed. It is anticipated that the Architect's obligation during the Construction Phase will involve traditional Construction Administration services as set forth in more detail in the AIA Document A201 General Conditions (as modified), to be furnished through an Addendum to this RFP, including plan and specification interpretation and clarification as necessary, submittal review, attendance at job meetings, assistance in compliance throughout construction, assistance in the coordination of special inspections, review of materials testing, inspection of work performed by contractor(s), conduct inspections as necessary to determine progress and completion of work, review of change order requests and pay applications, and prepare punch list of incomplete or unsatisfactory items, and advise the Town and Program Manager in determining final acceptance and completion of work.

5. Proposal Price

- 5.1 Proposal Price (Design Phase – Sections 4.1 and 4.2) Proposals shall be lump sum for the services to be provided for each phase of Design, based upon the scope set forth in Sections 4.1 and 4.2 of this RFP. Please provide a breakdown of your fee by tasks (i.e.: by each design phase, various commission submissions, etc.)
- 5.2 Proposal Price (Construction Documents, Procurement and Construction Administration Phase – Section 4.3). Provide budgeted fees for the balance of the Design Phase, the Procurement Phase and the Construction Administration based on an approximate construction cost of \$15,000,000. Actual fee to be negotiated with selected firm.
- 5.3 Proposals shall include an estimated allowance for reimbursable expenses permitted by the Contract.

6. Project Schedule

6.1 The following is the tentative schedule for the selection process and work program and is subject to change based upon unforeseen conditions and requirements by the Town.

Proposals Due: Tuesday March 21, 2017

Award: Friday March 31, 2017

Completion of Conceptual Design Phase for purposes of Referendum: June 30, 2017

Completion of Design for final bid: TBD

II. SUBMISSION REQUIREMENTS

1. Required Information:

- Type of organization (e.g., sole proprietorship, partnership, corporation, LLC). If joint venture, give details, including relationship of the parties.
- Names of principals.
- Total number of staff.
- Number of registered architects, including registration and license status.
- Description of the firm's primary areas of design expertise.
- Portfolio of the firm's experience with relevant government building and safety complex work, including a list of projects of a comparable size and complexity that the firm has designed in the Northeast region within the last eight (8) years.
- Narrative of the firm's design philosophy and approach to maintaining the quality of design within the constraints of program scope, schedule and budget.
- Description of your understanding and approach to the Project.
- Description of how the firm will manage the Project and résumés of the key individuals proposed to coordinate and lead this Project both during design and construction, including previous assignment information and positions held. The Town reserves the right to interview and select key staff members. Detailed staffing plan of types, quantities and percentages of time commitment of personnel needed throughout the design and construction phases based on stated assumptions.

- List of at least four (4) public owner references from similar projects.
- List of all claims, disputes, arbitrations or litigation with which the firm has been involved in the past ten (10) years, with the status or outcome of the same, and including all pending claims or potential claims of which the firm is aware.
- Description of your experience in design of sustainable buildings.
- Explanation of the firm's technological capabilities, including experience with AutoCAD and Building Information Modeling systems.
- Specific descriptions of the primary consultants proposed by the firm, including, at a minimum, structural and MEP engineers, AV consultants, code consultants, and landscape architects, interior designers and résumés of their key personnel.
- Designated personnel and their hourly billing rates for the Architect and each consultant.
- List of current workload, including names of projects, construction dollar values, design start and anticipated completion dates, principals and project architects in charge, clients' representatives and telephone numbers.
- List of all insurance coverages currently carried by your firm, including professional and general liability, expressed in both aggregate and by claim.
- Statement of potential conflicts of interest for the Architect and its consultants.
- Additional information or comments for the Owner's consideration.

2. Submission Due Date: Proposals will be accepted at the Town of East Hampton, Office of the Town Manager, 20 East High Street, East Hampton, CT. 06424 until March 21, 2017, 11:00 a.m. local time. Proposals received after that time will not be considered. Proposals will be opened publicly and will be reviewed by staff and the Building Committee at a later date.

- A pre-proposal conference with site tour is anticipated to be held on Friday, March 3, 2017 at 10:00 AM. We will meet at the Berkshire Hathaway Office located at 140 East High Street. Two representatives from each firm may attend. Failure to attend the pre-proposal conference and tour of the site is grounds for rejection of your Proposal.
- Interviews of short-listed firms will be held the week of March 27 at the Town Hall. Short-listed firms will be contacted by March 20. The Town reserves the right to alter these dates.

- The interviews will last 30 minutes each. The presentation should be devoted to the firm's qualifications, design process and approach to the Project. During that time you will have the opportunity to convey how your firm intends to approach the challenges unique to this assignment. During the interview, we will be most interested to meet the individuals you would propose to staff this Project.

3. Directions for written submission of Proposals: Interested firms are required to submit one original and 11 copies of the Proposal to the Office of the Town Manager, no later than the date and time noted above. Proposals shall consist of the following:

- a. All Proposals are required to be submitted in both electronic (PDF on CD) and hard copy formats. The hard copy Proposals must be on 8 ½" x 11" paper in a binder with tabs separating the major sections of the Proposal. The major sections shall include:
 1. Title Page
 2. Table of Contents
 3. Letter of Transmittal
 4. Submission Requirements, in the order set forth in Section II.1
 5. Schedule of Fees
 6. Appendix

Submissions shall be delivered to the Town of East Hampton, Office of the Town Manager, 20 East High Street, East Hampton, CT. 06424.

III. ADDENDA TO THIS RFP

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable interpretation of provisions of this RFP, revisions or addenda will be provided to all prospective firms who receive this RFP; such revisions or addenda will additionally be posted on the following website:

www.townofeasthamptonct.org/

The Town anticipates forwarding the form of Agreement for Architectural Services as an Addendum to this RFP. Firms shall include in their Proposals a definitive list of concerns or exceptions to the Agreement, which will be taken into account in the Town's evaluation of

Proposals. No further concerns or exceptions will be considered beyond those noted within such period.

This RFP includes an acknowledgement page; this page shall be faxed back to the Office of the Town Manager upon receipt, to ensure proper notification of changes to the published documents. The Town of East Hampton does not assume responsibility for any firm that does not receive revisions or addenda, where the firm has not acknowledged receipt of any portion thereof.

Questions regarding this RFP should be referred to the Office of the Program Manager at (860)267-6822 or to the Program Manager at SJMotto@aol.com.

A summary of all questions and answers will be made available to each firm if the answers might influence the award of the contract. No questions or requests for information shall be submitted by any Bidder after the close of business on March 14, 2017 at 4:00 p.m. The right is reserved to reject any and all Proposals, in whole or in part, to award any part or parts, or total Proposal, and to waive any informality or defects, if it is deemed in the best interest of the Town.

IV. CONTRACT CONSIDERATIONS

1. General Considerations

The Sections listed below are informational only; firms submitting qualifications are hereby advised that any firm awarded a contract shall be subject to these conditions. Proposals are not required to contain any documents described within these Section.

2. Equal Opportunity/Affirmative Action

The successful firm shall comply in all respects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for rejection of a Proposal or termination of the contract.

3. Insurance

Prior to the execution of any contract, the Town requires that any awarded firm providing services to the Town, must provide to the Town a certificate of insurance (in an approved format) naming the Town of East Hampton as additional insured (on liability insurances other than Professional Liability), for the following coverages:

General Liability:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed	
	Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Occurrence	\$1,000,000
	Aggregate	\$3,000,000
Umbrella	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

4. Non-appropriation of Funds

Please note that any contract executed by the Town of East Hampton is subject to and conditioned upon the appropriation of funds.

V. CONDITIONS OF SELECTION OF SUCCESSFUL FIRM

1. This RFP is intended to provide interested parties with uniform information concerning the requirements for submitting Proposals. In responding to this RFP, the requirements and content format indicated herein must be adhered to. Failure to respond to all information requested may result in disqualification of the Proposal.
2. The Proposal shall include all items and services typically encompassed in professional service agreements, including the terms set forth in the Agreement for Architectural Services to be provided by Addendum.

3. The submission of a Proposal will be construed to mean that the firm is fully informed as to the extent and character of the Town's requirements, and the Architect represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with this RFP. You agree that your Proposal will remain firm for a period of ninety (90) days from the date of submission, and may be extended beyond that time by mutual written agreement.
4. Once submitted, all Proposals become property of the Town. The Town shall not be liable for any costs incurred by firms in preparing or submitting Proposals. **Note that any and all submissions or presentations of possible or intended design solutions shall constitute voluntary transfers of all intellectual property, artistic and moral rights in such work, and the firm acknowledges that it will claim no interest of any type, in whatever ideas or expressions of such designs were conveyed prior to selection.**
5. The Town reserves the right to terminate the selection process at any time, to reject any and all Proposals, or to accept any Proposals deemed to be in the Town's interest.
6. In the event that the selected firm fails to execute a contract within 30 days after notification of award by the Town, the Town may cancel its selection without penalty and reconsider other Proposals or solicit new Proposals. The Town, in its sole discretion, may extend this period for a short time if deemed in the best interest of the Town.
7. The Town shall consider the successful Architect to be the sole point of contact with regard to Architectural services, including payment to and performance of service by the firm, its agents and employees. The successful Architect shall not be allowed to assign the contract or delegate any responsibilities or duties to any third party without prior written consent of the Town. Transfers of majority interests in a firm's internal business entity structure may be deemed an unpermitted assignment by the Town.
8. Firms selected for interview will be provided with the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview panel members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to or immediately following the interview process.
9. Non-collusion Representation: In submitting its Proposal, the Architect shall declare that its Proposal is made without any connection with any persons making another proposal for the same contract; that the Proposal is in all respects fair and without collusion, fraud or mental reservation; that no official of the Town, or any person in the employ of the

Town is directly or indirectly interested in said Proposal or in the services to which it relates, or in any portion of the profits thereof.

10. Conflict of Interest Disclosure Required: No purchase shall be made from nor shall services (other than services as an officer, agent or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner, or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be known in writing to the agency making such purchase, and notice thereof posted for at least five (5) days before such purchase be made in the office of the agency making such purchase and in the public place in the East Hampton Town Hall.
11. This RFP and any subsequently offered contracts will be governed by the laws of the State of Connecticut. Any and all applicable valid executive orders, Federal, State or local laws, ordinances or rules or regulations shall apply to any contract if and when offered and are deemed incorporated herein.
12. Firm(s) submitting Proposals shall be qualified for this Project and shall provide sufficient supporting documentation to support of same. The Town of East Hampton shall be the sole judge in determining the sufficiency of said supporting documentation.

Form 1

REQUEST FOR PROPOSALS

NEW TOWN HALL AND POLICE STATION - EAST HAMPTON, CT 06424

BID# 2017-3

Due Date: March 21, 2017; 11:00 a.m. Local Time

Town of East Hampton, Office of Town Manager's, 20 East High Street, East Hampton, CT. 06424

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein.

The undersigned, who is legally authorized to sign Proposals on behalf of the firm is familiar with the conditions surrounding this RFP, is aware that the Town reserves the right to reject any and all Proposals, and is making submission without any collusion with any other person, individual or corporation.

Witness Signature

Company Name

Printed Name

Signature

Address Title

Town State Zip Date

Federal ID # & Telephone Number

Email Address & Fax Number

Form 2

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of RFP Documents

Bid # 2017-3

ARCHITECTURAL SERVICES – NEW TOWN HALL AND POLICE STATION

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit Proposals.

Date Issued:

Date Documents Received:

Do you plan to submit a Proposal? Yes _____ No _____

Print or Type the following information:

Company Name:

Address:

City or Town:

Phone:

Fax:

Email:

Received By:

Note: Faxed acknowledgments are requested. FAX (860)267-1027. A cover sheet is NOT necessary. IMPORTANT: DO NOT FAX QUALIFICATIONS. QUALIFICATIONS MUST BE SUBMITTED IN SEALED PACKAGES.

Form 3

TOWN OF EAST HAMPTON

NEW TOWN HALL AND POLICE STATION ARCHITECTURAL SERVICES

BID # 2017-3

Office of the Town Manager, 20 East High Street, East Hampton, CT 06424

Proposal Checklist

This form need not be returned with your Proposal. It is suggested that you review and check off each action as you complete it.

- ☐ 1. The Proposal has been signed by a duly authorized representative of the firm.
- ☐ 2. Any fee schedule (if relevant) you have offered has been reviewed and verified.
- ☐ 3. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the Proposal.
- ☐ 4. Any addenda to this RFP have been acknowledged and included.
- ☐ 5. The envelope is addressed to:

The Town of East Hampton

Office of the Town Manager

20 East High Street

East Hampton, CT. 06424

- ☐ 6. The envelope has been clearly marked with the proposal number and opening date.
- ☐ 7. If additional copies are required as part of your response, make sure the original is clearly marked.
- ☐ 8. The Proposal is mailed or hand delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your submission.

Space Needs Assessment

SPACE		EXISTING			REQUIRED 2005			REQUIRED 2015			
Function / Location	Number of Rooms	Square Footage # s.f.	Total s.f.	Existing Condition / Location	Number of Rooms	Square Footage # s.f.	Total s.f.	Program / Staff Requirements Comments / Recommendations 2005	Number of Rooms	Square Footage # s.f.	Program / Staff Requirements Comments / Recommendations 2015
TOWN MANAGER											
Town Manager's Office	1	218	218		1	200	200	lateral file storage	1	200	200
Conference Room			0		1	200	200	private conference area for 10-12 people	1	250	250
Small Conference Room								workstation with computer, phone, file safe, 12 file cabinets	1	150	150
Secretary's Office	1	218	218		1	150	150	copier, fax machine, folding machine, mail boxes	1	150	150
Waiting/Reception Area			0		1	150	150		1	150	150
							0		1	150	150
							700				

Only three are required, the fourth station is listed in Reception Counter

Function / Location	Number of Rooms	Square Footage # s.f.	Existing Condition / Location	REQUIRED 2015		REQUIRED 2015		Program / Staff Requirements Comments / Recommendations 2015
				Number of Rooms	Square Footage # s.f.	Number of Rooms	Square Footage # s.f.	

Field Data Entry Office								
Reception Counter	1	125	The existing reception counter serves also as the public research area. It does not accommodate more than 2-3 people. File storage is kept below the reception area.	1	120	1	120	
Work Room								
Small Conference Room								
Public Research Room								
General Storage								
Secure File Room								
Visual Storage								
Assessor Subtotal		343						

TAX COLLECTOR								
Tax Collector's Office								
Assessor's Workstation	1	168	The existing tax collector's area is a small room with three workstations. Supplies are kept within the room. Files are kept in boxes piled under counters and on the floor.	2	220	2	220	
Transaction Counter								
Public Storage								
Visual Storage								
Tax Collector Subtotal		168						

BUILDING DEPARTMENT								
Building Administrator's Office	1	140	The existing office within the building department is shared by several departments.	1	150	1	150	
Office Technician's Workstation	2	80		2	110	2	110	
Building Inspector's Office								
Admin/Reception Counter	1	80	The existing reception counter serves also as a workspace. It is not handicap accessible from either side.	1	80	1	80	
File Storage	1	450		1	100	1	100	
General Storage	1	50		1	100	1	100	
Table Room	1	90		1	100	1	100	
Building Department Subtotal		890						

REGISTRAR OF VOTERS								
Office	1	140						
Voting Machine Storage								
Registrar of Voters Subtotal								

FIRE MARSHAL & EMERGENCY								
Fire Marshal's Office								
Reception Area								
Secure File Room								
Storage								
Fire Marshal Subtotal								

Assessor Subtotal		1060						
Tax Collector Subtotal		630						
Building Department Subtotal		890						
Registrar of Voters Subtotal		280						
Fire Marshal Subtotal		310						

Assessor Subtotal		1060						
Tax Collector Subtotal		630						
Building Department Subtotal		890						
Registrar of Voters Subtotal		280						
Fire Marshal Subtotal		310						

Assessor Subtotal		1060						
Tax Collector Subtotal		630						
Building Department Subtotal		890						
Registrar of Voters Subtotal		280						
Fire Marshal Subtotal		310						

SPACE		EXISTING		REQUIRED 2005		REQUIRED 2015	
Function / Location	Number of Rooms	Square Footage # s.f.	Notes	Number of Rooms	Square Footage Total s.f.	Program / Staff Requirements Comments / Recommendations 2005	Program / Staff Requirements Comments / Recommendations 2015
FIRE MARSHAL & EMERGENCY MANAGEMENT (currently no designated EOC space, formerly called "Homeland Security" in 2008)							should be located in basement
Deputy's Office	0	0	There is currently no designated homeland security space.	1	150		150
Communication Room	0	0		1	150		150
Emergency Supply Room	0	0		1	200		200
Triage/E.O.C. Room	0	0		0	0	See "Community Space"	Conference table can be pushed aside when needed for triage
Kitchen	0	0		1	600	Can be shared with other depts., req. for E.O.C.	600
Homeland Security Subtotal	0	0		Homeland Security Subtotal	500		Fire Marshal & Em Mgmt Subtotal 1710
HEALTH DEPARTMENT (primarily)							
Health Director's Office	0	0		1	150	Large desk, computer workstation, file cabinets	150
Office Manager's Office	0	0		1	150	Large desk, computer workstation, file cabinets	150
Staff Workstations	0	400		5	80	Workstations with computer, phone	400
Conference Room	0	150		0	150	Meeting room for up to 12 people	0
File Storage	0	200		1	200	10 file cabinets, office supply storage	200
Storage	0	225		1	225	Refrigerated specimen holding area, medical supply storage, emergency response supplies	225
Public Shelter Area	0	0		0	0	See "Community Space"	0
Health Department Subtotal	0	1275		Health Department Subtotal	1125		1125
DEPARTMENT OF PUBLIC WORKS							Changed from "Town Facilities Manager" to DPW
Office	1	200		1	150	Desk with computer workstation, file cabinets	150
Custodial/Maintenance Storage	0	0		1	150		150
Vault Storage	0	0		0	0	Flat file storage for building plans, town maps	0
Town Facilities Manager Subtotal	200	300		Town Facilities Manager Subtotal	300		DPW Subtotal 300
VAULT							
Vault Storage	1	888	The existing vault is cramped and disorganized. The space is shared between many offices in the town hall.	1	800	Space required/shared by Town Clerk, Tax Assessor, Tax Collector, Finance Dept. and Human Resources, Facilities Manager	800
Research Area	0	0		4	60	Space for laying out large format maps and files	240
Computer Workstations	0	0		2	60	Space for computer research	0
Vault Subtotal	888	1169		Vault Subtotal	1640		Removed both workstations from Vault and added to research area in Town Clerks Department
COMMUNITY SPACE							
Community Space	0	0		Community Space Subtotal	0	Space to be used by health dept., food bank, parks & rec. and homeland security, police dept.	3,000
PROBATE COURT							Now included in Town Hall
Judge's Office	0	0		1	150	Secured space to accommodate a desk, computer workstation, file cabinets	150
Clerk's Office	0	0		1	120	Secured space to accommodate a desk, computer workstation, file cabinets with visibility to waiting/probate areas	120
Hearing Room	0	0		1	500	Space for large conference table, 25 people, hearing assistance	500
Reception Area	0	120		1	120	Area visible to the clerk with chairs for visitors	120
Waiting/Conference Areas	0	0		2	240	Private areas for legal conferences	240
Probate Vault	1	117		1	250	Secure space for Probate files, accessible to the public, separate from Town Hall vault	250
Probate Court Subtotal	117	1380		Probate Court Subtotal	1380		1380

SPACE	Function / Location	EXISTING		REQUIRED 2005		REQUIRED 2015		Program / Staff Requirements Comments / Recommendations 2015
		Number of Rooms	Square Footage # S.F.	Number of Rooms	Square Footage # S.F.	Number of Rooms	Square Footage # S.F.	

SOCIAL SERVICES								
	Director's Office/Counseling Area							
	Volunteer Office			1	200	1	200	200
	Public Notice Area			1	150	1	150	150
	General Storage			1	30	1	30	30
				1	150	1	150	150
	Social Services Subtotal				530			530

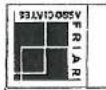
FOOD BANK								
	Office			1	150	1	150	0
	Food Storage			1	200	1	200	0
	Cooking Storage			1	200	1	200	0
	Transaction Counter			1	40	1	40	0
	Walk-in Fridge/Freezer			1	150	1	150	0
	Community Space							
	Food Bank Subtotal				760			760

YOUTH & FAMILY SERVICES								
	Large Counseling Room			1	200	1	200	200
	Small Counseling Room			1	150	1	150	150
	Director's Office			1	120	1	120	120
	Medium Counseling Room			1	150	1	175	175
	Storage			1	150	1	150	150
	Youth & Family Services Subtotal				770			795

PARKS & RECREATION DEPARTMENT								
	Director's Office			1	120	1	120	120
	Program Coordinator's Office			1	120	1	120	120
	Volunteer Office			2	150	2	150	300
	Reception Area			1	100	1	100	100
	Classroom			1	200	2	900	1,800
	Confidence Room			1	200	0	200	0
	General Storage			1	200	1	200	200
	Print Room			1	150	1	150	150
	Park & Rec. Storage			1	200	1	150	150
	Gymnasium Space			1	200	1	500	500
	Parks & Recreation Dept Subtotal				1,390			3,290

SUPPORT SPACES								
	Lunch Room			1	200	1	200	200
	Toilet Rooms			6	60	6	60	360
	General Storage			1	100	1	100	100
	Loading Dock			1	0	1	0	0
	Custodial Closet			3	50	3	50	150
	Central Supply Closet			1	200	1	200	200
	Support Spaces Subtotal				560			910

TOTALS								
	(Town Hall) Total Program Space S.F.		6,110		15,305		20,550	20,550
	Net to Gross Ratio - 35%				5,387		7,207	7,207
	Total Gross Building Area				20,882		27,757	27,757



East Hampton Town Hall

Feasibility Study
December, 2005
EAST HAMPTON, CT

[illegible]

Town of East Hampton
New Town Hall and Police Station Architectural Services
Bid #2017-3

Addendum #1 to the RFP – March 3, 2017

1. It has been decided that the following departments will also be part of this new facility so should be included within your scope and pricing:

Chatham Health Department – 2500 Square feet needed
Probate Court – 1800 Square Feet needed

There is also a possibility that the Board of Education will be included so please list this additional cost as an ad/alt. They require approximately 5000 square feet.

2. The scope of design services must include the communications system that will be required for dispatching services and relay in coordination with the East Hampton/Glastonbury dispatch system.
3. Scope of design services should also include IT for both Town Hall and Police Station.
4. Scope of design services must also include requirements for a back-up generator system for the Town Hall and Police Station.
5. Please be sure to separate your pricing between 4.1 and 4.2. We are looking for pre- referendum work to be priced and then the additional work required post referendum to be priced separately.
6. Just to clarify the timeline, the due date for submission of RFP responses is March 21st at 11:00 a.m. Firms will be shortlisted and notified by March 24th. Interviews will be on March 29th with the awarded firm being notified for selection on March 31st.

Town of East Hampton
New Town Hall and Police Station Architectural Services
Bid #2017-3

Addendum #2 to the RFP – March 6, 2017

1. Are we to include geotechnical engineering and soil borings in our fees?
Not at this time.
2. Do you want environmental service fees for the Phase I ESA in our fee?
Not at this time.
3. Do you want any high-performance sustainable engineering services included in our fees?
Not at this time. We are looking for energy efficiency but not requesting LEED certification at this time.
4. If Commissioning services become required by funding or grant requirements yet to be discovered, can we assume they will be hired by the town?
Yes, they will be hired by the town.
5. Are any grant funds from the state anticipated for this project and therefore the extra services related to them?
Not at this time.
6. You've asked that we include Board of Education planning as an add/alternate fee. Do you want us to include the CT OSCGR grant assistance services that are required for Board of Education components in projects? OSCGR involvement begins at the conceptual level.
Yes, in terms of evaluation, but it may not fit into the timeline.
7. Confirm that it is the Town's intent to complete the project by CM at Risk.
Confirmed.
8. Confirm that we should delete ZBA meetings from our fees but add one Town-wide pre-referendum fee to our proposal.
Confirmed.





Design. Precisely.

March 21, 2017

Amenta Emma Architects
242 Trumbull Street
Hartford, Connecticut

amentaemma.com

Proposal

Form 1

REQUEST FOR PROPOSALS

NEW TOWN HALL AND POLICE STATION - EAST HAMPTON, CT 06424

BID# 2017-3

Due Date: March 21, 2017; 11:00 a.m. Local Time

Town of East Hampton, Office of Town Manager's, 20 East High Street, East Hampton, CT. 06424

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein.

The undersigned, who is legally authorized to sign Proposals on behalf of the firm is familiar with the conditions surrounding this RFP, is aware that the Town reserves the right to reject any and all Proposals, and is making submission without any collusion with any other person, individual or corporation.

Witness Signature



Company Name Amenta Emma Architects, PC

Printed Name Anthony J. Amenta, AIA, LEED AP

Signature



Address Title 242 Trumbull Street, Suite 201

Town State Zip Date Hartford, CT 06103

Federal ID # & Telephone Number 06-1138945

860-549-4725

Email Address & Fax Number aamenta@amentaemma.com

860-549-1956

Section 2:

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Section 4:	Submission Requirements
Section 5:	Schedule of Fees

Section 3:

HARTFORD

242 Trumbull Street
Hartford, CT 06103
860.549.4725

MANHATTAN

333 Hudson Street
New York, NY 10013
212.508.4762

STAMFORD

One Landmark Square
Stamford, CT 06901
203.348.0767

CAMBRIDGE

32 Warren Street
Cambridge, MA 02141
617.492.3662

AMENTA | EMMA

ARCHITECTS

March 21, 2017

Design. Precisely.

Mr. Michael Maniscalco
Town Manager

Town of East Hampton
Office of the Town Manager
20 East High Street
East Hampton, Connecticut 06424

RE: Bid # 2017-3
Architectural Services for New Town Hall and Police Station

Dear Mike,

Amenta Emma has reviewed the Request for Proposal, all Addenda including the draft B101 and A201 issued by the Town for this project, and except as noted within, has prepared our response in accordance with those documents.

Key members of the Amenta Emma team have a base of over fifty years of combined experience with Public Work, culminating this year with the inception of the \$205,000,000 renovation of the State Office Building complex in Hartford, CT. More specifically, our Project Architect has worked on over ten Town Halls and Police Stations in Connecticut within the past five years. These experiences, and our specific approach to ensuring adherence to the budget, scope and schedule, are presented herein in our Proposal for Design Services for this prestigious project.

Additionally for the past five years, Amenta Emma has worked closely with your Program Manager, Steve Motto, in the development of the parcel known as Edgewater Hill. Our thorough understanding of the site, the Master Plan and our work together during the design and construction of all of its projects will assist in ensuring the final Town Hall will work well in the context of the final development. The strength of the relationship between the Program Manager and the Architect will allow the Town Hall project to start smoothly and continue efficiently.

Sincerely,



Anthony J. Amenta, AIA, LEED AP
Principal

AMENTA EMMA ARCHITECTS

Section 4:

Submission Requirements





Anthony J. Amenta, AIA, LEED AP
 Robert A. Emma, AIA, LEED AP
 Thomas J. Quarticelli, AIA, LEED AP
 Robert E. Swain, AIA, LEED AP
 Charles M. Cannizzaro
 Myles R. Brown, AIA, LEED AP
 Michael B. Tyre, AIA, LEED AP
 Alexander L. Koslow, AIA, LEED GA
 Craig A. Battisto, AIA, LEED AP
 Jenna M. McClure, AIA, LEED AP
 Christopher D. Legiadre, AIA, LEED AP BD+C
 Dennis J. Faga, AIA
 Peter K. Bowman, RA
 Rachana Ky, AIA
 Debra L. Seay, AIA
 Robert E. Larson III, AIA, LEED AP BD+C
 Ryan F. Schicker, RA, LEED AP
 Michelle E. Lanney, AIA
 Emily E. Knipe, IIDA, LEED AP
 Melissa R. Milano, IIDA
 Robert H. Adams, LEED AP
 Anne Loh Russo
 Marc A. Moura
 Kemal Zahirovic
 Steffany J. O'Neill
 Kyle D. Cruz
 Samantha Amoroso
 Pawel L. Honc, LEED AP BD+C
 Mallory K. Hudak
 Whitney L. Allison
 Nayef N. Mudawar
 Fernando J. Febres
 Lauren R. Kushner
 Evan M. Mozzer
 Casey J. Ray
 Lauren M. Bord
 Andrés F. Daza
 Nicole M. Owens
 Heather A. Bear
 Christina M. Blakemore
 Kathy H. Cizek

In 1985, we established Amenta Emma Architects with the belief that superior architectural solutions are achieved in collaboration with clients. We recognize that clients have a unique perspective, as well as vision and creativity; our process is designed to reveal that sensitivity and energize it.

The components of our approach include a clear and comprehensive understanding of our clients' specific objectives and challenges and a high level of trust in an atmosphere of creativity and respect. It's a process that has enabled us to create architecture that delights the spirit and delivers results, for over three decades.

At Amenta Emma, principal involvement in every project is our standard, and our talented staff of project architects and designers share our commitment to insightful design, outstanding quality and adherence to project schedules and budgets. Your building project is an important asset; as such, we champion your project throughout the design and construction process to provide for the best possible return on your investment.

Our approach is unique among architectural firms. It is defined by the vitality we infuse into the creative process and the collaborative environment we encourage.

It is our privilege to hear your ideas and share our creativity and expertise with you. We want to exceed your expectations in the work we create and the way we work together.

Our work reflects our distinctive values:

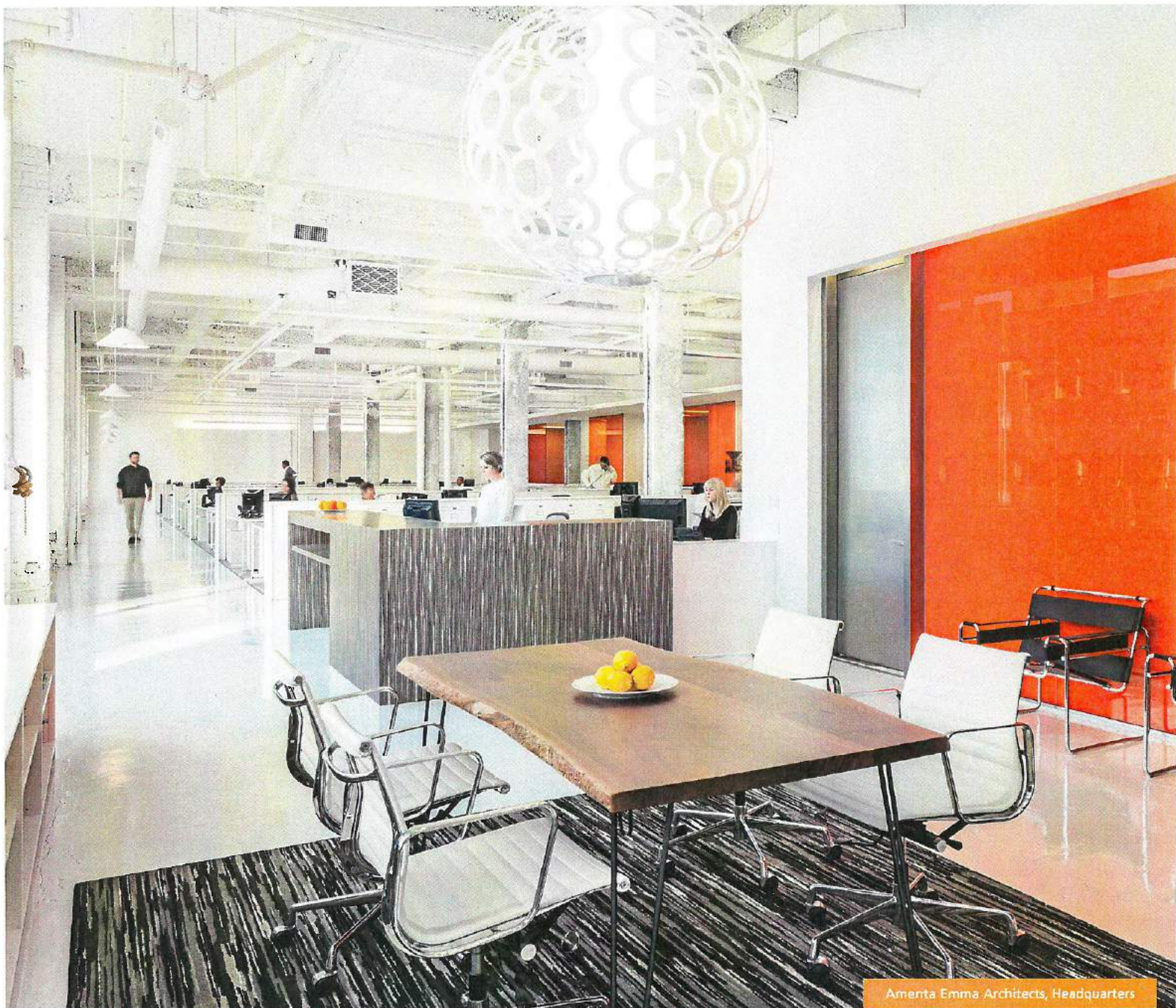
Vitality makes a difference. Our energy and enthusiasm is reflected in designs that are creative, enduring and achieve specific goals.

Principal involvement. Amenta Emma clients enjoy the highest levels of creativity, client service and attention to detail, under the supervision of a firm principal.

Informed ideas deliver better results. We define design objectives by listening critically and enhancing our understanding through our own questions, research, and experience. We join with our clients in strategy sessions that reflect integrity, enthusiasm, creativity and respect to ensure that all team members embrace a single vision.

Outstanding talent. Because every project is unique, our architectural teams are selected to meet the criteria of specific projects. Our clients receive strategic focus, inspired design talent, and extraordinary attention to detail.

Advocacy. Our focus on communication and information enables us to work closely yet efficiently with clients to provide outstanding designs, foresee and address challenges, and advocate for our clients and their projects from design through execution.



Amenta Emma Architects, Headquarters

Regional Locations

Hartford, CT | 860.549.4725
 Stamford, CT | 203.464.4240
 Manhattan, NY | 212.508.4762
 Cambridge, MA | 617.492.3662

Principals

Anthony J. Amenta, AIA, LEED AP
 Robert A. Emma, AIA, LEED AP
 Thomas J. Quarticelli, AIA, LEED AP
 Robert E. Swain, AIA, LEED AP
 Charles M. Cannizzaro
 Myles R. Brown, AIA, LEED AP

Total Number of Staff: 41

Total Number of Registered Architects: 17

Primary areas of Design Expertise

Focusing on the Public, Corporate, Education, Mixed Use, and Senior Living markets. Amenta Emma has a portfolio of work in Connecticut and across the United States, and throughout its 32-years, the firm has achieved an award-winning design reputation, as well as one for technical strength.

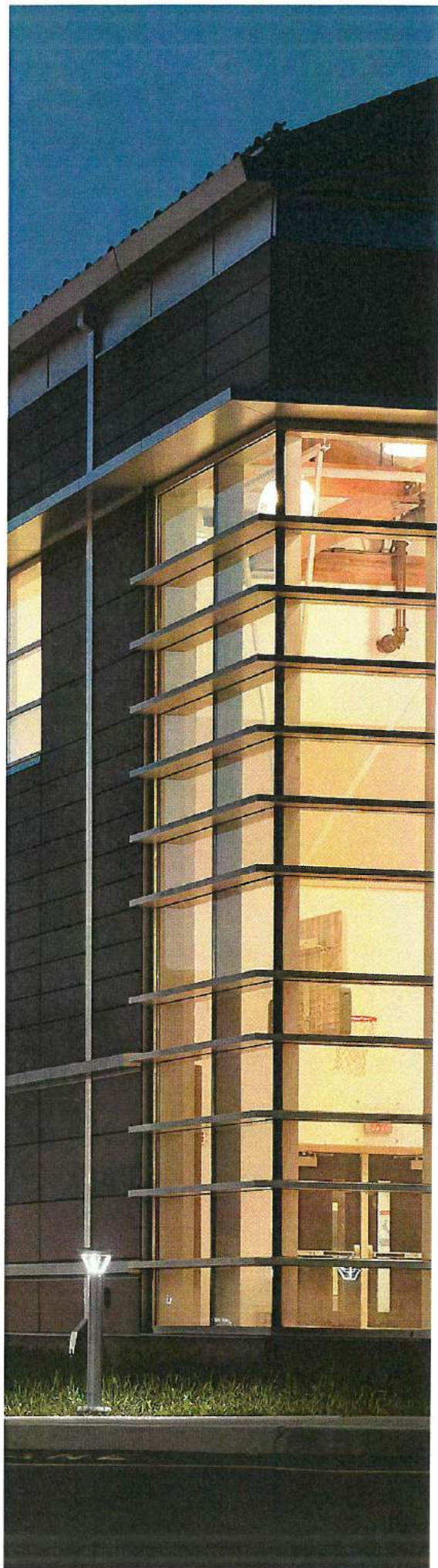
Our Services include

Architectural Services
 Interior Design
 Planning Services
 Programming
 Code Compliance Reviews
 Building Component Evaluation Services

AMENTA|EMMA

ARCHITECTS





Section 4: Submission Requirements

Experience in East Hampton

Edgewater Hill Masterplan

Dream Daycare, Edgewater Hill

40 Garden Style Apartments, Edgewater Hill

Experience in Relevant Public Work

Bethel Police - Bethel, MA*

Brookfield Police - Brookfield, MA*

Burlington Fire - Burlington, CT*

Burlington Town Center - Burlington, CT*

Chester Town Hall - Chester, CT*

Connecticut Convention Center - Hartford, CT

Department of Social Services - Windsor, CT

Enfield Correctional - Enfield, CT

Gardner Police - Gardner, MA*

Juvenile Detention Center - Hartford, CT

Killingworth Town Hall - Killingworth, CT*

Ledyard Police - Ledyard, CT*

New London Superior Court - New London, CT

Northfield Town Hall - Northfield, CT*

Norwich Police - Norwich, CT*

Old Saybrook Police - Old Saybrook, CT*

Police Academy Range House - Meriden, CT

Police Substation - Farmington Avenue - Hartford, CT

State Office Building & Parking Garage - Hartford, CT

Westborough Fire - Westborough, MA*

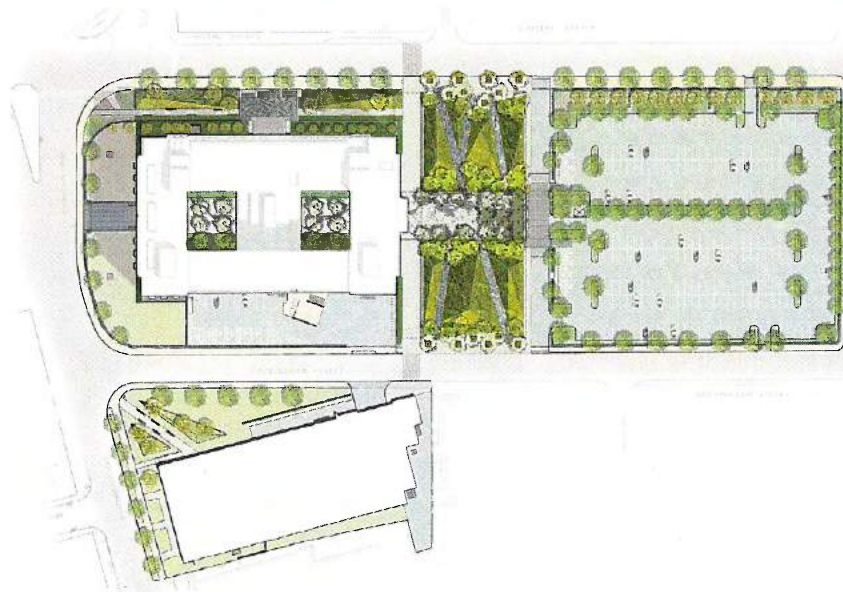
Westborough Town Hall - Westborough, MA*

Whitton Library - Manchester, CT

*Project Architect Michelle Lanney while at a previous firm

Section 4:
Submission Requirements

165 Capitol Avenue
State Office Building and New Parking Garage
Hartford, CT



Amenta Emma is providing architectural design services for the renovation of the State Office Building at 165 Capitol Avenue in Hartford and construction of an adjacent new 900 (+) space parking structure. The 7-story, 340,000 sf project includes full renovation of the interior, replacement of all hvac, electrical, fire protection and elevator systems, restoration of the exterior limestone and complete window replacement to the historic 1931 building. The completed project will be occupied by the Congressional Offices of the State of Connecticut, including the Attorney General, the Secretary of State, the Treasurer and the State Comptroller.



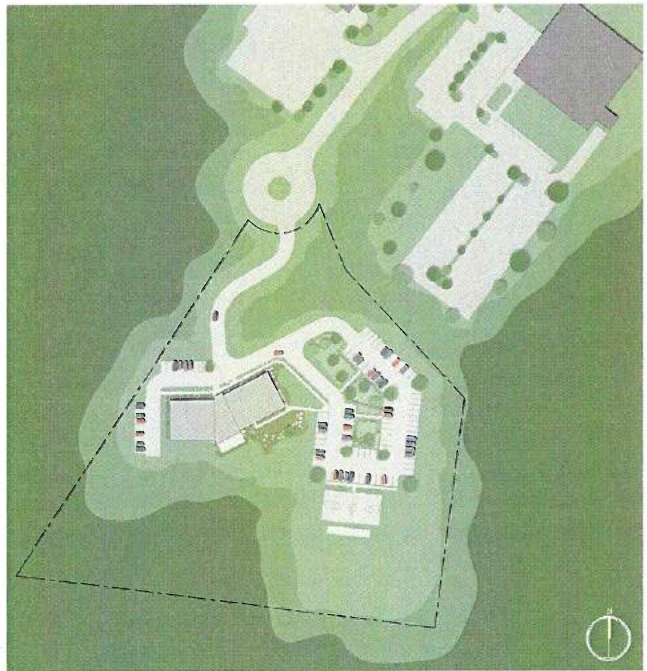
Completed and occupied in the summer of 2015, this 35,000 sf facility is the new home of the Gardner Police Department. The \$13M station now houses an emergency operations center, sally ports and prisoner processing area (including cells), as well as office spaces, a dispatch center, community meeting rooms, and space for future expansion, including a shooting range. Michelle Lanney was involved in all phases of the project from design to project management.



* by Project Architect Michelle Lanney while at a previous firm



The O'Connell Companies is an iconic institution in the City of Holyoke, Massachusetts. Since the founding of its Construction Management division, Daniel O'Connell's Sons in 1879, the company has built a legacy of quality and integrity across the construction, management and development landscape of the region. With a vision on the future, The O'Connell Companies, is moving out of their existing historic and undersized structure on the edge of downtown Holyoke and into a new 30,000 sf headquarters office building on a wooded site in the City. As the new home for The O'Connell Companies and its three primary divisions: Daniel O'Connell's Sons, O'Connell Development Group, and Appleton Property Management, the building creates state-of-the-art office space that promotes collaboration and synergy. Set on a sloping wooded site on the southern edge of Holyoke, the new office fits into its natural context while conveying a sense of permanence worthy of this venerable companies long history.





Section 4:
Submission Requirements

Juvenile Justice Facility for Girls
Bridgeport, CT

The Secure Treatment Facility for Juvenile Girls was designed to be the State of Connecticut's first secure female-responsive program for delinquent girls. The new \$12M, 37,265 sf self-contained facility serves 24 female juvenile offenders of less than 18 years of age for periods averaging 90 days and includes residential, treatment and support functions, living units, classrooms, visiting, recreational and dining functions.

The building site is located in the "Nob Hill" neighborhood of Bridgeport, Connecticut and is substantially a single-story building with only the 6-bed Transition Unit on a second story. The project incorporates many sustainable design features and is designed to achieve LEED Gold Certification. The building is configured to present a welcoming façade to the neighborhood and is organized around a radial geometry whose center is a curved arrival gateway facing Virginia Avenue.

This building configuration places the service and intake functions, those least in need of daylighting, out of view from adjacent neighbors and against the highest elevations where the terrain of the site allows the least opportunity for daylighting.







Amenta Emma Architects teamed up with East Hampton based Dream Developers to design a mixed-use development on a greenfield parcel in accordance with New Urbanism principles. Planned as a “walkable village” the design includes seven Town Center buildings for retail, office and residential uses, as well as several residential buildings with a variety of unit types, sizes and ownerships. Completed construction includes an 18,000 sf office-retail building which includes the 11,000 sf Educational Playcare center, as well as five two-story buildings, each with eight garden style apartments as part of the planned total 231 residential units.

Section 4:
Submission Requirements

Edgewater Hill
Mixed-Use and Residential Unit Design
East Hampton, CT



Design Philosophy and Controls



APPROACH: LISTEN, LEAD, DELIVER

The Amenta Emma approach is grounded in a spirit of client and designer collaboration. Our goal is to capture consensus on stakeholder priorities, resulting in thoughtful planning and creative and innovative design. We will bring our creativity, technical strength and commitment to leading a process that is collaborative and transparent to deliver a superb facility.

LISTEN

Information Gathering. Upon being retained as the design architect, our team begins to understand the clients vision and the work and thought completed to date on the Project. From that jumping off point, the following tasks are performed with the intent of finalizing the size, scope, cost and schedule for the project:

- Hold collaborative Design Charrette with stakeholders and principals of all key consultants to establish a vision and concept for the project.
- Program review and refinement.
- Benchmarking and tours of similar facilities.
- Site analysis.



Conceptual Budget and "Charter." In this phase, we work with clients to fine tune project goals and needs, pulling together differing points of view into a shared vision. We articulate project goals and the metrics with which we all will judge the success of a project into a "charter." This tool will be used throughout the project to keep stakeholders, designers and consultants focused on a successful outcome. Tasks:

- Determine essential and secondary project components.
- Develop initial concepts.
- Refine project scope & budget.

LEAD

Schematic Design. Having gathered information and made important conceptual decisions in the programming phase, schematic design essentially has begun. Other specific tasks, to be completed with maximum efficiency, include:

- Management of the project schedule and budget.
- Create communication plan for the team and a decision tree to keep project moving at key milestones. Communicating clear expectations, documenting decisions and moving the project forward based on a well-defined master schedule are key to insuring the project is designed and constructed within the project budget.
- Clearly communicate project schedule to all stakeholders and team members and hold entire team accountable for schedule compliance.
- Hold meeting with all consultants to develop an efficient and cost-effective strategy for achieving sustainability goals for meeting CT High Performance Building Standards.
- Meet and introduce project to local and state agencies to initiate approval process.
- Research and select major building materials and systems related to both new and or renovated areas.
- Prepare careful and clear graphic presentation of design and materials to help



Design Philosophy and Controls



stakeholders visualize concepts and make clear decisions that are not overturned or second-guessed later.

- Work with our estimator on a Schematic Design Cost Estimate, performing Value Engineering, if necessary, to stay on budget before proceeding to next phase.

Design Development. During this phase, designers refine concepts and add considerable detail. Tasks:

- Utilize Building Information Modeling (BIM) technology software to develop a sophisticated 3-dimensional model of the building for efficient documentation, consultant coordination, accurate quantities and cost data and realistic rendering. Identifying critical issues early in the project saves owner dollars and produces a high quality product.
- Submit permit applications to local and state agencies. Explore options for improved building performance with an energy modeler.
- Review design with the building inspector, fire marshal and BSF to identify potential issues.
- Submit preliminary layouts of all spaces.
- Meet with utility companies to ensure their standards are implemented into the design.
- Carefully and clearly review all design decisions and selections with the stakeholder team to ensure all expectations and standards are met to their satisfaction prior to beginning the next phase.
- Update the project estimate and adjust the scope if required tasks.

DELIVER

Construction Documents. Our use of BIM technology reduces the time taken to produce a high quality, well-coordinated conventional set of construction drawings. This allows us to focus on critical design integrity and constructability issues. Tasks:

- Review records of every meeting to date to ensure tasks are progressing towards completion
- Validate the project budget at both 50 percent and 90 percent milestones in drawing completion.
- Review documents with stakeholders to confirm all criteria and expectations first identified in the programming phase, and later refined through the process, have been met.

Bid Process

Issue Bid Documents, respond to questions from bidders, review the final bids, attend bid scope reviews and review the final contract for construction.

Contract Administration. Oversee construction process to ensure the project reflects the thoroughness, expertise and vision of the owner and designers.

Understanding and Project Approach



East Hampton developer Stephen J. Motto, left, Lisa M. Motto, and Amenta Emma architect Chris Legiadre in front of the first-phase commercial construction at Edgewater Hill on Route 66 in town.

– Hartford Business Journal

Amenta Emma Architects is no stranger to East Hampton and the circumstances leading to the Request for Proposal for a new Town Hall. Our firm, and I personally, have worked closely with Lisa and Steve Motto since 2012 on the planning and development of the Edgewater Hill parcel. Together we planned for their vision of a true Mixed-Use development in accordance with the principals of Traditional Neighborhood Design. The addition of Town Hall Programs to the development is an inspired addition to the vision.

During the Master Plan phase for the original Development we attended meetings in the existing Town Hall. It would be untruthful if I wrote that I wasn't surprised by the existing facilities. After my first long evening meeting, I never forgot to remind myself to pack bottled water for subsequent meetings. Suffice it to say, a New Town Hall and related offices for the engaged residents of the Town of East Hampton is long overdue.

Although our work at Edgewater Hill to date has involved commercial and residential buildings, it was critical for us to assemble a team for this project experienced in Civic Architecture and specifically Town Halls and Police Stations.

Within Amenta Emma, we are proposing a team of Michelle Lanney, with project experience on over a dozen police stations and town halls in Connecticut, Chris Legiadre and Marc Moura, both five year veterans working on Edgewater Hill projects and over fifteen years combined experience in Civic projects, Jenna McClure with Programming experience on the firm's largest and most complex projects including the State Office

Understanding and Project Approach

Building complex, and myself with over thirty-five years' experience with Public Work. Our consulting team of engineers, estimators, code consultants and education specialists all have a long history of experience in projects like this, as well as a long history of working with Amenta Emma Architects.

Our combined experiences have taught us that projects of this type can often be mired in unrealistic expectations, which can lead to protracted delays. The devastating effect of time on construction budgets can result in a project that is never realized or is greatly diminished in size and scope. The antidote to this common dilemma is a comprehensive pre-referendum phase, a brutally honest early assessment of Project Costs, realistic and affordable Project Space and functional requirements, and open and frank discussions regarding resident's opinions towards long term debt.

Under a more traditional approach, architects develop a Program and then renderings before an estimate is developed, taking time and considerable effort. These public documents can be released, creating unrealistic expectations for the future occupants, as well as public excitement. Project cutbacks required when the estimate is finally developed create disillusionment and loss of credibility towards the public process.

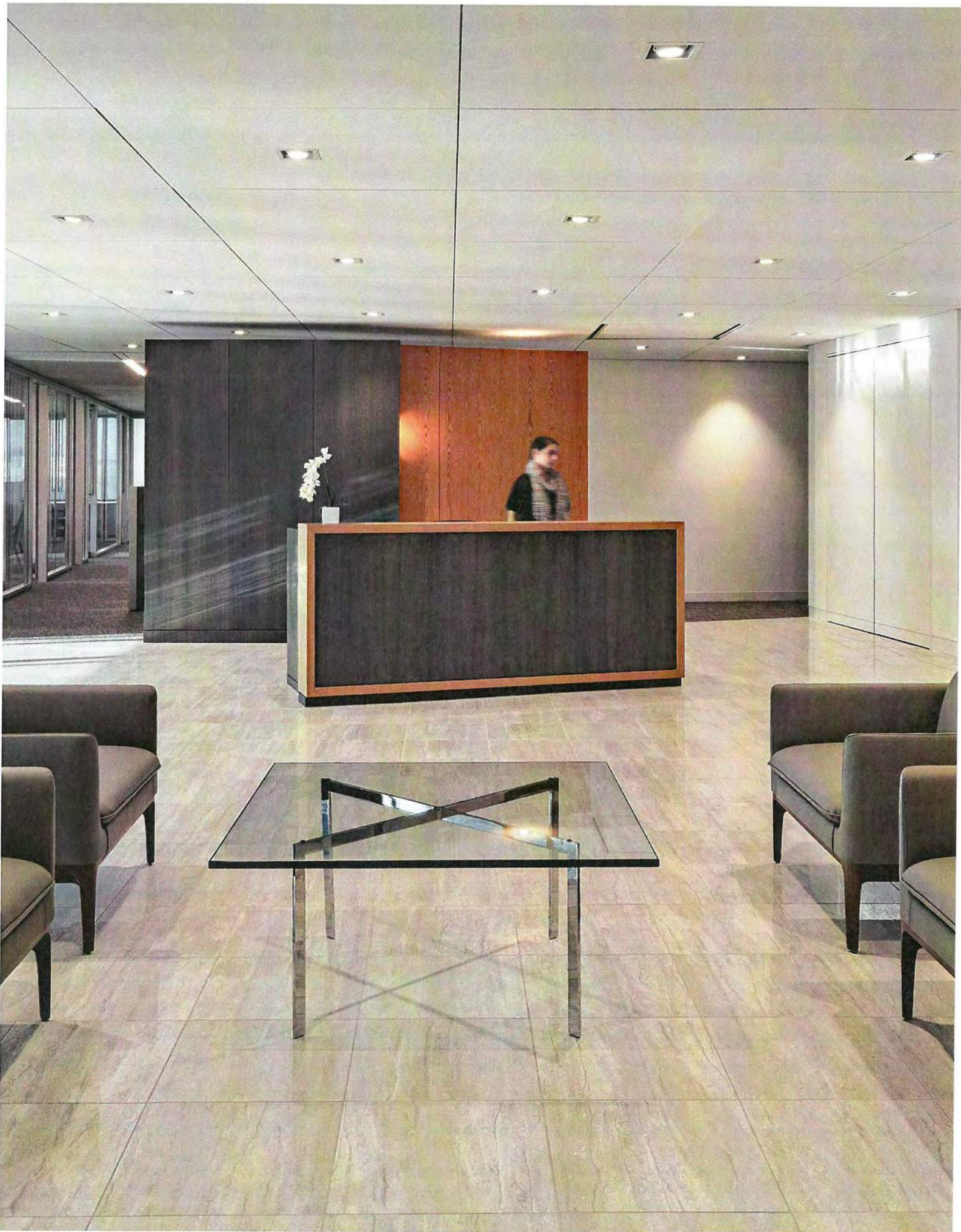
The Amenta Emma Team firmly believes in "right sizing" the project to an acceptable budget in the initial Phase before creating drawings. Towards this end, our conceptual estimating approach is straightforward, linear and conclusive.

First, the Program of desired departments and spaces both in terms of quantities, sizes, special features, etc., is developed and signed off on by the designated officials. Essential in this document is a prioritization of Departments, and within those, specific spaces. We require this in the unfortunate event that the initial estimate created for this Program is larger than the Town's budget. Early identification of lower priority items allows for a quick reduction of project size, should this be required. With the initial Program size and particulars agreed upon, we will benchmark your project against at least ten other projects of similar size and complexity recently constructed.

Adjusting for the particulars of your project, and the benchmarked projects, we then create a conceptual estimate. Site visits to benchmarked facilities can be arranged during this process so that the committee members can gain an appreciation for the quality and finishes of the benchmarked projects. More times than not, this approach has allowed for very quick agreement to a final project size and scope.

The development of drawings and renderings comes next, with guidelines to size and firmly in place. From that vantage point, we will proceed along a traditional concept development, design development and documentation path.

An added value to this process is the inclusion of a construction estimator to our team. Apex will work with us throughout the design process creating detailed estimates which will be presented along with our deliverables, allowing the committee access to the perceived cost of construction every step of the way.





Section 4: Submission Requirements
Key Personnel Roles and Time Commitment

As Principal-in-Charge, Tony Amenta will oversee the Project and be the direct liaison with the Town of East Hampton and be present for all meetings and presentations.

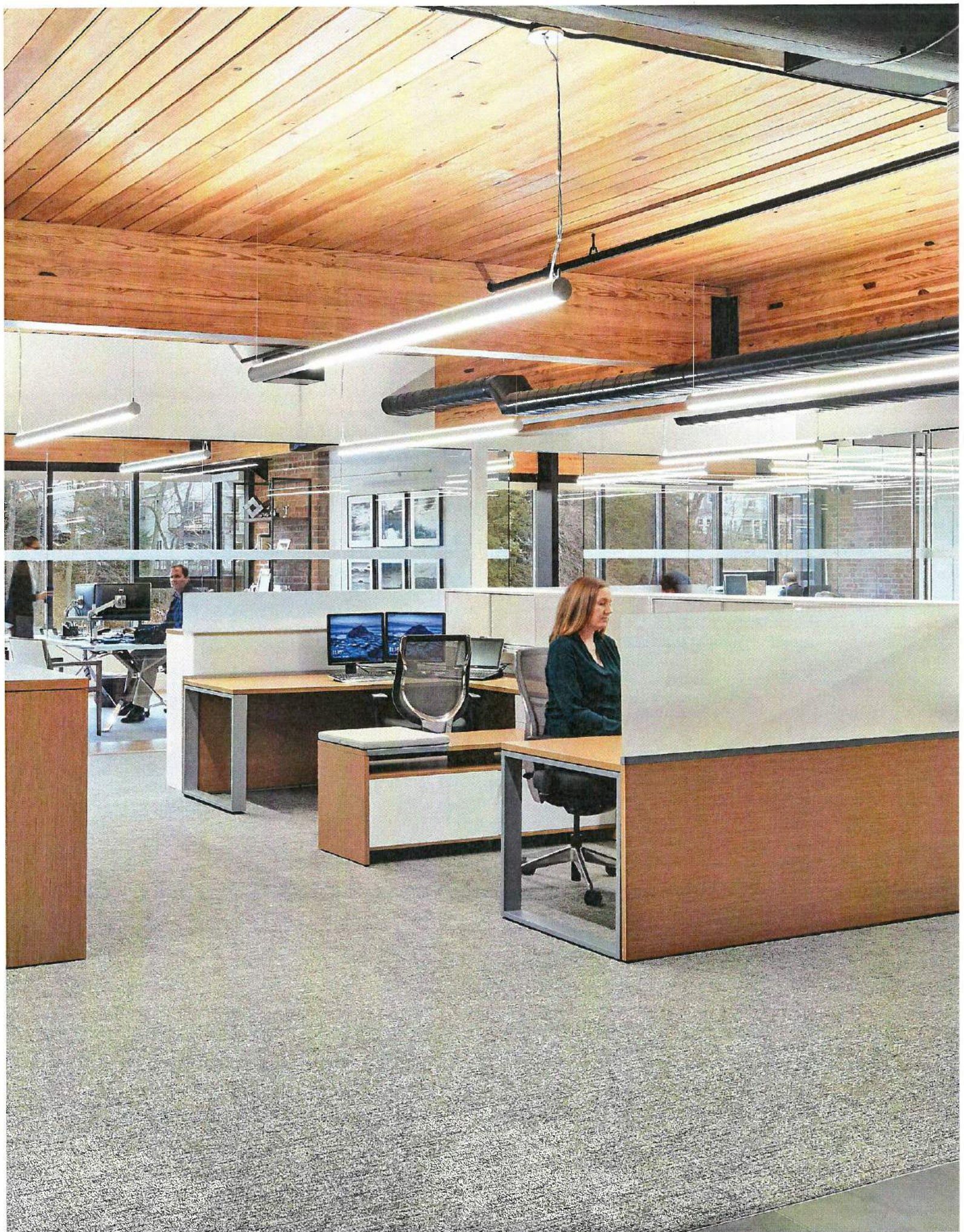
Jenna McClure and Michelle Lanney will work directly with the Town Manager, Chief of Police and Town Staff representatives to refine and finalize the Program. Michelle will carry on post referendum as the Project Architect.

Marc Moura will lead the Design Team and create and develop the project’s design, both in the pre-referendum and post-referendum phases.

Chris Legiadre is our Project Manager and will be the day to day contact thorough the Project, and will manage and coordinate the work effort and consulting team.

Chris and Michelle will be responsible for the Construction Administration phase of the Project.

Team Member	Conceptual	SD/DD	CD	CA
Anthony J. Amenta	50%	25%	10%	10%
Jenna M. McClure	50%	10%	0%	0%
Christopher D. Legiadre	50%	50%	50%	25%
Michelle E. Lanney	50%	90%	90%	50%
Marc A. Moura	50%	75%	10%	10%





Education

Bachelor of Architecture
University of Notre Dame

Registered Architect

Connecticut
Massachusetts
New Hampshire
New Jersey
New York
North Carolina
Pennsylvania
Rhode Island
Texas
Vermont
Washington D.C.

Member

The American Institute of Architects
The National Council of Architectural
Registration Boards

Trustee

REFA Connecticut
Business Improvement District of Business for
Downtown Hartford

Former Trustee

AIA Connecticut
Construction Institute

Tony Amenta is President and Co-Founder of Amenta Emma, and is design leader of the firm's Commercial and Civic studios. He is also the Director of the firm's New Business Development. Recent projects include the United Technologies World Headquarters renovation, several projects for the Edgewater Development, and the renovation of the State Office Building and new parking garage at 165 Capitol Avenue in Hartford, CT.

Tony Amenta holds a Bachelor of Architecture degree from The University of Notre Dame and is a licensed architect in Connecticut, Massachusetts, New York, New Jersey, New Hampshire, North Carolina, Pennsylvania, Rhode Island, Vermont, Texas, and District of Columbia.

In the professional community, Tony is a member of the ICSC, CNU, the Construction Institute, a Trustee of REFA Connecticut, and serves on the board of the Business Improvement District of Business for Downtown Hartford, Hartford, CT. Specializing in Strategic and Physical Planning, he has lectured regionally and nationally on Project Planning, with a special interest in the area of New Urbanism.

Experience in East Hampton

Edgewater Hill Apartments
Dream Daycare, Edgewater Hill

Selected Project Experience

CT Convention Center - Hartford, CT
State Office Building & Parking Garage -
Hartford, CT
Department of Social Services - Hartford, CT
New Office Building - The O'Connell
Companies - Holyoke, MA
Juvenile Detention Center - Hartford, CT
Enfield Correctional Institute - Enfield, CT
Hartford Police Substation - Hartford, CT
Department of Corrections - Hartford, CT
KAMAN Corporation - Bloomfield, CT
United Technologies - Farmington, CT
Northeast Utilities - Tolland, CT, Berlin, CT
Eversource Training Center - Tolland, CT
The Phoenix Companies - Hartford, CT
Nassau Reinsurance Group - New York, NY



Education

Master of Architecture: Virginia Polytechnic Institute and State University

Bachelor of Science in Architecture
University of Virginia

Registered Architect

State of Connecticut

Member

American Institute of Architects

Connecticut Green Building Council
Professional Women in Construction

CREW Network

Society for College and University Planning (SCUP)

Mentor

ACE Mentor Program

Adjunct Professor

Interior Design
Paier College - Hamden, CT

Presenter

2015 North Atlantic SCUP Conference

Jenna McClure has served as Programmer on the firm's most complex and notable projects, including the 165 Capitol Avenue State Office Building Renovation and New Parking Garage project and the recently completed Visual and Performing Arts Center at Western Connecticut State University. Her current work also includes the renovation/addition to Lafayette Hall on the campus of Housatonic Community College in Bridgeport, CT. Previous work includes projects on the KAMAN campus in Bloomfield, CT.

Prior to joining Amenta Emma, Jenna worked for Bowie Gridley Architects in Washington, DC. Her work included a new Library Learning Commons at George School and an expansion and renovation of Georgetown Day School High School. While there, Jenna was active in mentoring elementary school students via the Architecture in Schools program through the Washington Architecture Foundation, as well as middle school students in the CityVision Program through the National Building Museum. Jenna continues to mentor high school students in the Hartford area through CREW CT, most recently participating in the CREWS Career Day, designed to introduce high school girls to career opportunities.

Relevant Projects Experience

State Office Building & Parking Garage -
Hartford, CT

Annie Fisher Montessori and STEM
Magnet Schools

George School: Mollie Dodd Anderson
Library - Newtown, PA*

Georgetown Day School High School -
Washington, DC*

Housatonic Community College: Lafayette
Hall - Bridgeport, CT

KAMAN Corporation - Bloomfield, CT

Middlesex Community College: Cafeteria
- Middletown, CT

Naugatuck Valley Community College
Pathways Academy of Technology and
Design at Goodwin College

Quinebaug Middle College

Quinnipiac University: New Offices for
Brand Strategy Group - Hamden, CT

University of Saint Joseph: Lourdes Hall
renovation and addition - West
Hartford, CT

UConn Putnam Refectory

WCSU Visual and Performing Arts Center

* Work completed while at previous firm



Education

Master of Science in Engineering Management:
New Jersey Institute of Technology
Newark, New Jersey

Bachelor of Architecture
New Jersey Institute of Technology Newark,
New Jersey

Member

American Institute of Architects

AIA Continuing Education Systems Provider

CT BIM Council Planning Committee

Registered Architect

Connecticut
Massachusetts
New Jersey

Member of the National Council of
Architectural Registration Boards

Adjunct Faculty, Engineering Department

Manchester Community College

Courses Taught:

Autodesk Revit Introduction: Building Design
AutoCAD Introduction
AutoCAD Certification Preparation
AutoCAD 3D Introduction
LEED Green Associate Exam Preparation

Chris Legiadre is a Project Manager and Building Information Modeling and specifications expert in Amenta Emma's Civic and Institutional studios. Chris' areas of expertise include construction documents, consultant coordination and construction administration. His current assignments include the renovation and addition to Lafayette Hall on the campus of Housatonic Community College in Bridgeport. Recently completed projects include construction administration on the WCSU: Visual and Performing Arts Center, in Danbury, CT, as well as Edgewater Hill Apartments and Dream Daycare in East Hampton.

In addition to being a talented designer, Chris teaches an Introduction to Revit Architecture and AutoCAD class at Manchester Community College.

Experience in East Hampton

Edgewater Hill Apartments

Dream Daycare, Edgewater Hill

Public Project Experience

Enfield Correctional Facility - Enfield, CT

Housatonic Community College:

Lafayette Hall - Bridgeport, CT

UConn: Putnam Refectory - Storrs, CT

Western Connecticut State University:

Fairfield Hall - Danbury, CT

Western Connecticut State University:

Visual and Performing Arts Center -
Danbury, CT

Quinebaug Middle College - Danielson, CT

Pathways Academy of Technology and

Design at Goodwin College - East

Hartford, CT

Central Connecticut State University:

Window Replacements - New Britain, CT

Manchester Community College -

Manchester, CT

Central Connecticut State University:

Burritt Library Envelope Repairs - New
Britain, CT

Vinal Technical High School - Middletown, CT

UConn: Co-op Building - Storrs, CT

Michelle E. Lanney, AIA
Project Architect



Education

Bachelor of Architecture
Temple University

Awards

Temple Architecture Program Memorial Award
and Alpha Rho Chi Medal Nominee

2nd Place, 2011 Delaware Valley Green
Building Council Sustainability Competition

Michelle Lanney is a project architect in Amenta Emma's Hartford office. With extensive experience in architectural planning, design and coordination of municipal and civic projects, Michelle's assignments currently include the renovation, restoration and site redevelopment project for the State Office Building at 165 Capitol Avenue in Hartford, and the new headquarters building for The O'Connell Companies in Holyoke, MA. Past projects include Police Stations for the towns of Ledyard, Norwich and Old Saybrook, CT, as well as Town Halls in Burlington, Killingworth and Northfield, CT. Michelle holds a Bachelor of Architecture degree from Temple University in Philadelphia, PA and was the 2012 recipient of the Temple Architecture Program Memorial Award.

Police Work Experience

Berlin Police - Berlin, MA*
Bethel Police - Bethel, MA*
Brookfield Police - Brookfield, MA*
Gardner Police - Gardner, MA*
Ledyard Police - Ledyard, CT*
Norwich Police - Norwich, CT*
Old Saybrook Police - Old Saybrook, CT*
WCSU - University Police Department -
Waterbury, CT*

Town Hall Experience

Burlington Town Center - Burlington, CT*
Killingworth Town Hall - Killingworth, CT*
Northfield Town Hall - Northfield, CT*
Westborough Town Hall -
Westborough, MA*

Senior Center Experience

Dennis Senior Center - Dennis, MA*

Fire Department Experience

Burlington Fire - Burlington, CT*
Westborough Fire - Westborough, MA*

Town Center Experience

Chester Town Hall - Chester, CT*
Burlington Town Center - Burlington, CT*

Selected Project Experience

State Office Building & Parking Garage -
Hartford, CT
New Office Building - The O'Connell
Companies - Holyoke, MA
The Phoenix Companies - Hartford, CT
CREC Ana Grace Academy for the
Arts Elementary School - Hartford, CT
Quinnipiac University: School of Business
Upgrades - Hamden, CT
East Lyme Schools - East Lyme - CT*

* Work completed while at previous firm



Education

Bachelor of Architecture
Roger Williams University

Exhibitions

Interact Boston
Verbatim

Member

LeadingAge and LeadingAge Connecticut

Exhibitions

Interact Boston
Verbatim

Awards

2017 IIDA New England Design Award
*Best In Show - Quinnipiac University Brand
Strategy Group*

2016 - Best in State, CT - IIDA New England
Design Awards - CREC Discovery Academy

2016 - CREW CT Blue Ribbon Awards
Best Specialty Project - Adaptive Reuse - CREC
Discovery Academy

2016 - AIA CT Business Architecture Award
- Under 50 Employees - Burgess Group

2016 - Connecticut Building Congress Project
Team Awards - Project Team of the Year
- CREC Discovery Academy

2016 - Connecticut Building Congress
Project Team Award: First Place K-12
- CREC Discovery Academy

Prix Tournon-Branly Award

Marc Moura is the firm's Director of Design and serves as an architectural designer in the firm's Civic and Mixed-Use studios. As well as being an award winning designer, Marc brings excellent graphic skills to the design development process and is able to help successfully share ideas and final design images with clients throughout the process of development.

Notable projects include The Burgess Group, winner of the 2016 AIA CT Business Architecture award, and the \$160M renovation of the State Office Building at 165 Capitol Avenue.

Prior to joining Amenta Emma, Marc worked as a project designer for CBT Architects in Boston, MA, and as a junior designer for Tappe Associates, in Boston, MA, and Abacus Architects & Planners in Boston, MA.

Marc is a recipient of the Prix Tournon-Branly Award, and served as a studio instructor at the Boston Architectural College and thesis advisor.

Experience in East Hampton

Edgewater Hill Development - Master Plan
Design Documents

Edgewater Hill Apartments

Dream Daycare, Edgewater Hill

Selected Projects Experience

Hartford Steam Boiler - Innovation Center

State Office Building & Parking Garage -
Hartford, CT

The O'Connell Companies - New Office
Building - Holyoke, MA

Burgess Group - West Hartford, CT

Jade Marketing - West Hartford, CT

Weaver High School - Hartford, CT

CREC Discovery Academy - Wethersfield, CT

The Phoenix Companies US Headquarters
- Hartford, CT

Quinnipiac University: New Offices for

Branding Strategy Group - Hamden, CT

CCSU - New Engineering Building

- New Britain, CT

CREC Discovery Academy - Wethersfield, CT

Section 4:
Submission Requirements

References

Mike Milne
State of Connecticut DAS
860-713-5930
michael.milne@ct.gov

George Howell
West Hartford Housing Authority
860-953-0002
ghowell@westhartfordha.org

Steve Longo
State of Connecticut DAS
860-713-5751
steven.longo@ct.gov

Neil C. Erickson
Chief of Police - Gardner, MA
200 Main Street
978-632-5600 ext. 0
nerickson@gardner-ma.gov

Litigation History

Amenta Emma Architects has no pending litigation and has provided 32 years of claim-free service to their clients.

Commitment to Sustainability



Commitment to Sustainability

Amenta Emma's commitment is unique among architecture firms in that green building design expertise is distributed across all levels of the staff. Often, firms rely on a small number of LEED Accredited Professionals or specialists to review projects at major milestones. This can result in missed sustainable opportunities as critical decisions are made by the project team throughout the design process. In contrast, Amenta Emma fully embraces sustainable design. The firm's goal is to guarantee that clients receive the highest possible energy efficiency and sustainability benefits on their projects while minimizing cost and schedule impacts.

The commitment to educating and accrediting its staff is just one element of Amenta Emma's sustainability initiative. Over the last six years, the firm has implemented a green operations plan that includes sustainable purchases, enhanced office recycling, returning and recycling product samples, energy efficiency measures, and incentives for carpooling and public transportation use. Looking to the future, the firm has identified a goal to complete a paperless project.

The sustainable planning process is completely transforming the way the firm thinks about its business. Since its inception, staff has not only researched sustainable materials for client projects, but also utilized these materials during the renovation of Amenta Emma's own new office space. While the renovation did not qualify for LEED certification, based on its size, environmentally responsible materials were included throughout the design. Employees have come to view their workplace as an operational testing ground for new products.

A great example of the firm's sustainability initiative is the design for Xylem, a company dedicated to developing drinking and wastewater systems in more than 150 countries around the world. The 70,000 sf headquarters for this global water company earned the USGBC's LEED® Gold certification. The team evaluated 17 different locations before settling on a location in Rye Brook, NY, allowing the company to adapt a 1986-era building. The location had the right proximity to high density housing and public transportation which helped the project achieve a higher level of LEED certification. For the interiors, the design team searched high and low for locally sourced materials for the many unique details in the building, all of which portray the company mission and are sustainable. Almost 30 percent of building materials and products were extracted or manufactured within 500 miles of the project, and 17 percent of total building materials used were recycled. Of wood-based building materials, 50 percent were certified in accordance with the principles and criteria of the Forest Stewardship Council.

With Amenta Emma's new sustainability initiative, the firm is going beyond incorporating sustainable components in select projects. All projects now integrate sustainability from inception, reflecting Amenta Emma's belief that good design is sustainable design.

Commitment to Sustainability



LEED Gold Certified

Xylem
Rye Brook, CT

LEED Silver Certified

Western Connecticut State University: Visual and Performing Arts Center
Danbury, CT

Quinebaug Middle College
Danielson, CT

Designed for LEED Silver Equivalency

Pathways Academy of Advanced Design and Technology
East Hartford, CT

CREC Discovery Academy
Wethersfield, CT

Annie Fisher Montessori and STEM Magnet Schools
Hartford, CT

Awaiting LEED Silver Certification

University of Connecticut: Putnam Refectory
Storrs, CT

BIM

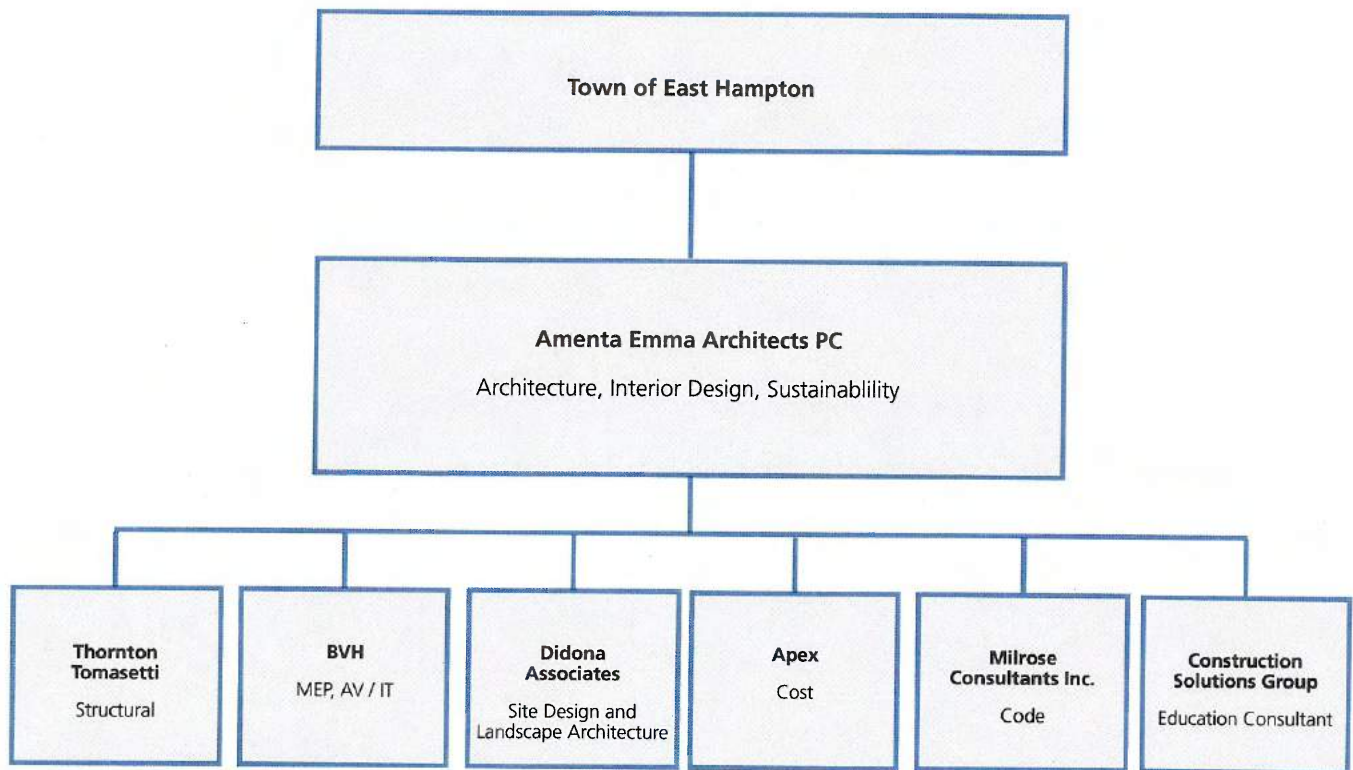
BIM (Building Information Modeling)

In 2008, Amenta Emma committed to using Building Information Modeling (BIM) software for delivering projects, in lieu of conventional 2-dimensional CAD drafting. This full commitment approach to using BIM was unprecedented amongst Architectural firms in the State of Connecticut. Initially, it appealed to us as a means to streamline visualization and production work. Often, we were producing 3-dimensional models and renderings early on in a project, only to eventually abandon the work, recreating it as line drawings in another program during Construction Documentation. This was not only time consuming, but also limited our ability to coordinate our finished renderings with the ultimately produced design. With the implementation of Revit, we became able to construct a single model, which would progress over the life of the project. Also, with the advancement of technology, we now are able to provide our clients with a virtual reality view of the future building, prior to a shovel being put into the ground and produce large scale study model with our in-house 3D printer.

Now that we have become fully immersed into the process of using BIM to produce our work, we are taking advantage of many other features, the most important of which is coordination. If a door is removed from the construction plan, we no longer have to make sure that it is manually removed from every other plan, elevation, detail and schedule in the set of drawings. Instead, it is automatically updated for us, reducing the chance of conflicting information, and allowing us to spend more time on the design end of the project. We also take advantage of additional BIM software, including Navisworks, which allows for real-time "Clash Detection" between multiple disciplines. For example, we are able to ensure that ductwork, piping, lighting and building structure are all properly coordinated with scheduled ceilings, prior to the start of construction, which reduces the likelihood of change orders. Of course, this type of coordination is only possible if all of the major consultants are using similar software. As such, we have taken care to choose Team members who, like us, have fully embraced the use of BIM technologies. The coordination process can only improve with the inclusion of the Construction Manager in the development/review of the model. We have openly shared our models with CM's, to assist in their budget takeoffs and constructability reviews.

Our largest and most complex project to utilize BIM technology to date is the 132,000 gsf Visual and Performing Arts Center at Western Connecticut State University. Through the use of BIM technology, Amenta Emma was able to coordinate and integrate six consultants and six independent Revit models into one cohesive BIM model. This integrated model was utilized throughout Construction Documents and was ultimately turned over to the Construction Manager for use during construction. The BIM model has been continuously used throughout the construction process by both the Design Team and the Construction Management team to highlight and address potential issues, allowing for issues to be resolved three-dimensionally in the software rather than in the field, resulting in improved efficiency and potential cost reduction for the Owner. The WCSU project is now complete with a change order rate of less than 2%, which would have proved extremely difficult without the use of BIM technology.

Organizational Chart



About Thornton Tomasetti

Thornton Tomasetti provides engineering design, investigation and analysis services to clients worldwide on projects of every size and level of complexity. Through our 10 complementary practices, Thornton Tomasetti addresses the full life cycle of a structure. Dating back to 1949, today we are a 1,200-person organization of engineers, architects, sustainability practitioners and support professionals collaborating from offices across the United States, Canada and in Asia-Pacific, Europe, Latin America and the Middle East. We are leaders in engineering innovation and aspire to be one of the most sustainable firms in our industry in the way we design our projects and in how we operate as a responsible business.



J.W. McCormack Post Office and Courthouse



Cambridge City Hall Annex, 57 Inman Street



Police Station #6

Structural Engineering

We collaborate with architects, owners and builders to design elegant solutions for projects of all types – from the tallest buildings and longest spans to inventive structures and expansions. We seek the best balance among the demands of form, function, sustainability, constructability, schedule and budget.

Construction Engineering

We work closely with designers, developers, contractors, fabricators and erectors to efficiently move a project from concept to close-out. Our services include integrated design and fabrication modeling, connection design, erection engineering, crane engineering, field engineering and site representation.

Façade Engineering

We apply our expertise in systems and materials to integrate façade and structural design in new buildings, renovations and recladding projects. We help solve design challenges, improve constructability, maximize efficiency and increase security. Through 3D parametric and building information modeling we can work with manufacturers to design, consult, engineer and install systems.

Sustainability

We partner to integrate green solutions into the planning, design, construction and operation of buildings to reduce their environmental impact. Our services include sustainable design strategies, energy analysis, green building certification consulting, sustainability analysis and upgrades for existing structures, and education and training.

Renewal

Our experts provide building owners with a wide range of envelope, structural, mechanical, electrical, plumbing and fire protection services. We conduct performance investigations, condition assessments, due diligence surveys, feasibility studies and peer reviews. We design repairs, renovations and alterations and oversee their execution.

Forensics

We assist attorneys, property managers, owners, contractors / manufacturers and design professionals with engineering and architectural forensic services. As design professionals, we evaluate for standard of care; as forensic specialists, we seek root cause; as problem solvers, we seek resolution. We provide reports, expert testimony, calculations / drawings and computer models and simulations.

Property Loss Consulting

We help insurers analyze pre- and post-loss risks and claims. Our architects, structural engineers and MEP experts provide investigation of damage including cause and origin analysis, engineering assessment for reinstatement of damaged buildings, building code upgrade analysis and specialized claim response. We also provide expert reports and testimony based on our investigations.

Weidlinger Applied Science

Our engineers and scientists apply technologies and expertise in solid and fluid dynamics, mechanics, materials, acoustics, stochastics, software development and computational simulation to engineer solutions to intractable problems. We perform research, development and design to manage risks to life and structures in buildings, infrastructure and vehicles.

Weidlinger Protective Design

We provide physical security analysis, advice and design to architects, owners, developers and public agencies. We assess vulnerability and provide balanced, economical mitigation. We collaborate to achieve solutions that deliver the required level of protection while upholding project aesthetic and budgetary goals.

Weidlinger Transportation

We provide analysis, design, inspection, evaluation, monitoring and rehabilitation for a variety of projects including aviation, bridge, waterfront, rail, intermodal, street and tunnel. Our expertise in structural, civil and geotechnical engineering supports client needs for both new and existing transportation structures.

Erich A. Baumgartner, P.E.

Associate Principal



Project Role
Structural Engineer

Summary

Mr. Baumgartner's experience in structural design includes many types of buildings, most notably U.S. embassies. He was project manager for new embassies from Berlin, Germany, The Hague, Netherlands to Kathmandu, Nepal. He has also directed other projects, most notably the multi-building American Institute complex in Taipei, Taiwan, the 475,000-square-foot FBI Building in Newark, New Jersey, the modernization of the historic Eisenhower Executive Office Building in Washington, D.C. and a radioactive wastewater treatment plant at the Los Alamos National Laboratory in New Mexico. Currently he manages the West Hartford office, overseeing many projects throughout Connecticut, predominantly mixed-use residential, renovations, and peer reviews.

Education

- M.S.E., Washington University, St. Louis, MO, 1998
- B.S.C.E., Washington University, St. Louis, MO, 1997
- B.A., Hamilton College, Clinton, NY, 1993, Physics

Registrations

- Licensed Professional Engineer in Connecticut (23578); New York (79852); Maine (11255); Rhode Island (11001); Arkansas (15703) and Massachusetts (52150)
- NCEES (22637)

Professional Activities

- American Institute of Architects (AIA) - Member
- American Institute of Steel Construction (AISC) - Member
- American Society of Civil Engineers (ASCE) - Member
- Connecticut Society of Civil Engineers (CSCE) - Member

Select Project Experience

Connecticut Projects

Covenant Village Roof Repair, Cromwell, CT

Duncaster Retirement Community Additions, Bloomfield, CT

Mulberry Gardens: Mechanical Upgrade, Southington, CT

Center of Advanced Reproductive Services Renovation, Farmington, CT

Mixed Use Apartment Building, 616 New Park Road, West Hartford, CT

Multi-Tenant Retail, 1245 New Britain Avenue, West Hartford, CT

Bishop's Corner Tenant Improvements, West Hartford, CT

ESPN Tenant Improvements: 383 Middle Street, Bristol, CT

Kaman Corporation: Revisions to Administration Area, Bloomfield, CT

SS&C GLOBE Floor Retrofit: 80 Lamberton Road, Windsor, CT

Brookside Plaza Renovation, Bridgeport, CT

Marshall's Roof and Parapet Investigation, Bridgeport, CT

Crossroads Plaza Feasibility Study, West Hartford, CT

Blue Black Square: Floor Evaluation, West Hartford, CT

Mohegan Sun Earth Hotel, Peer Review, Uncasville, CT

Central Connecticut State University, Dormitory Peer Review, New Britain, CT

College Square Mix-use Development Peer Review, New Haven, CT

Storrs Center: Phase 1A & 1B Structural Peer Review, Mansfield, CT

Self-Storage Facility Structural Peer Review, Bridgeport, CT

Academic & Laboratory Science Building Peer Review, SCSU

Connecticut Science Center Peer Review, Hartford, CT

Institutional Projects

FBI Newark Headquarters, Newark, NJ

Eisenhower Executive Office Building Renovation, Washington, DC

Radioactive Waste Water Treatment Plant, Los Alamos National Laboratory, Los Alamos, NM

New York Public Library South Court, New York, NY

Stapleton Community Center, Staten Island, NY

DoDDS Schools Renovations and Additions (20 Buildings), Rota, Spain

DoDDS Primary School Gymnasium, Aviano Air Force Base, Italy

Section 4:
Submission Requirements

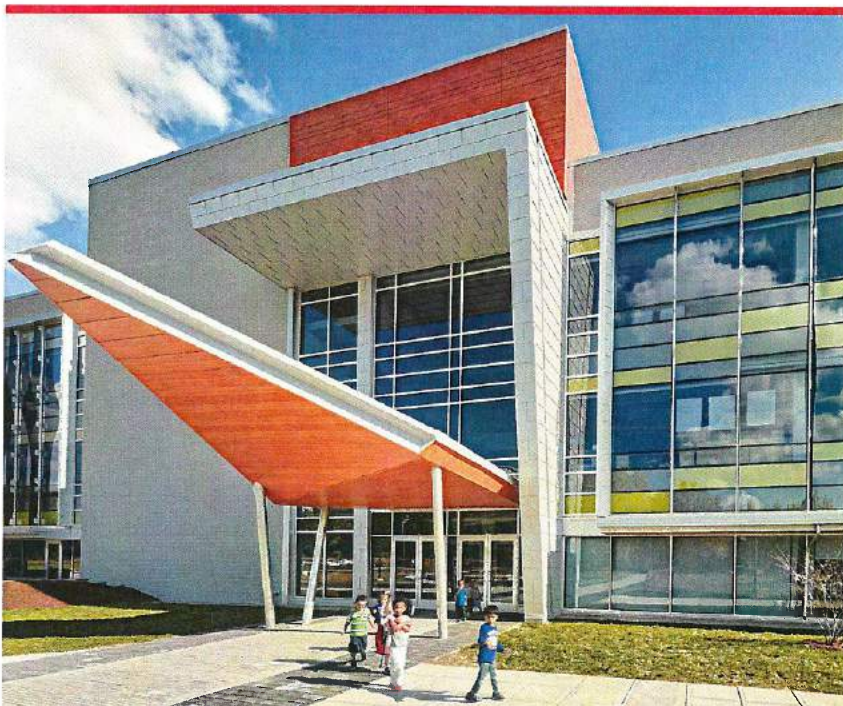
BVH Integrated Services
MEP Engineering and IT / Technology
Firm Information



Serving clients since 1958, BVH is a multidisciplined engineering firm with 120 dedicated employees on staff. Recognized for its leadership on successful building and commissioning projects, the firm is a leader in sustainable design, with professional engineers, LEED accredited professionals, certified commissioning providers, and energy modelers on staff.

In addition to a knowledgeable, professional engineering staff with experience across the disciplines, BVH's team has a unique and successful approach to every project. At BVH, a project isn't a collection of different drawings, phases and consultants — it's one design, one team, and one goal. With this unified approach, the multidisciplinary team shares knowledge across the disciplines and efficiently plans, designs, manages, and delivers high quality project results.

Civil Structural Mechanical Electrical Plumbing
Fire Protection Technology Commissioning



OFFICE LOCATIONS

50 Griffin Road South
Bloomfield, CT 06002
ph. 860.286.9171

One Gateway Center
Suite 701
Newton, MA 02458
ph. 617.658.9008

www.bvhis.com
twitter.com/bvhis

Section 4:
Submission Requirements

BVH Integrated Services
MEP Engineering and IT / Technology
Project Experience



BVH's public safety and civic projects range from new and historic courthouses to residential facilities for juveniles to new public safety complexes. These projects can involve representatives from many different backgrounds: design, law enforcement, public administration. BVH's integrated serves approach is a great complement to a diverse team, enhancing coordination and communication to produce a better project.

PUBLIC SAFETY PROJECTS

Boston Police Headquarters
Danbury Police Station
East Boston Police Station
East Hartford Public Safety Complex
Hamden Memorial Town Hall/Police Department
Harvard University Police Station (study)
Newton Fire Station
Norwalk Police Station
Rocky Hill Police Station
State of Connecticut Department of Public Safety
State of Connecticut Burrville Fire Academy
State of Connecticut Eastern Fire Academy
State of Connecticut Fairfield Fire Academy
UMass Boston Garage and Public Safety Building
University of Connecticut Safety Complex
Westborough Fire Station
Westborough Public Safety Complex
West Hartford Courthouse and Police Facility

COURTHOUSES + DETENTION CENTERS

Stamford Courthouse
Bridgeport Superior Court and Center for Juvenile Matters
Cheshire Correctional Center
Middlesex Superior Courthouse
Kendrick Courthouse
Killingly Courthouse
Litchfield Courthouse
Manson Youth Center
MacDougall Walker Correctional Institutional
Putnam County Courthouse (New York)
Rockville Courthouse and Parking Garage
Salem Probate and Family Court
State of Connecticut Appellate Courthouse
Waterbury Criminal Courthouse

Section 4:
Submission Requirements

BVH Integrated Services
MEP Engineering and IT / Technology
Gregory H. Van Deusen, P.E.
Principal-in-Charge, Engineering
Design



Gregory H. Van Deusen, P.E., will serve as Principal in Charge and leader of the engineering design team. Greg has more than 35 years of building engineering experience and has been with BVH since 1991, currently serving as Senior Vice President. He specializes in the design of academic buildings, museums, corporate offices, and healthcare facilities.

Under Greg's leadership, The Joseph Slifka Center for Jewish Life at Yale University, the Observatory at Vassar College, and Quinnipiac University's Ireland's Great Hunger Museum received industry awards.

YEARS EXPERIENCE

Total: 36
BVH: 25

PE LICENSES

Connecticut
Pennsylvania
New York
New Hampshire
Massachusetts

EDUCATION

Hartford State Technical
College, Associate of Science,
Mechanical Engineering

AFFILIATIONS

Construction Institute at the
University of Hartford
Connecticut Building Congress

SELECTED RELEVANT EXPERIENCE

State of Connecticut
State Office Building Renovations
Hartford, Connecticut

City of Salem
Probate & Family Courtouse
Salem, Massachusetts

Town of Bloomfield
Human Services Building Study
Bloomfield, Connecticut

Town of Wilton
Library Renovations & Addition
Wilton, Connecticut

University of Connecticut
Student Recreation Center
Storrs, Connecticut

Mary Wade Home
Senior Community Center
New Haven, Connecticut

Town of West Hartford
Police Station & Town Hall Renovations/Addition
West Hartford, Connecticut

City of Boston
East Boston Police Station
East Boston, Massachusetts

Town of Newtown
Town Hall Renovations
Newtown, Connecticut

Pratt & Whitney
New Engineering Building
East Hartford, Connecticut

Carrier Corporation
World Headquarters
Farmington, Connecticut

Mercersburg Academy
Simon Student Center
Mercersburg, Pennsylvania



Section 4:
Submission Requirements

BVH Integrated Services
MEP Engineering and IT / Technology
Alan Aldag
Project Manager, MEP/FP Design



Alan Aldag almost 35 years of engineering and project management experience. He specializes in historic renovation, correctional, educational and religious facilities. As Project Manager, Alan will coordinate the program, scheduling, production and approvals. He will also be the primary contact and follow the project through construction and final acceptance by the Owner to create a seamless level of quality service.

Alan's public school experience ranges from condition surveys and feasibility studies to complex renovations and new construction. Incorporating sustainable design features including photovoltaic, solar thermal, and geothermal systems, many of Alan's projects are designed for LEED certification, including Quaker Hill Elementary School, Connecticut's first LEED certified public school project.

YEARS EXPERIENCE

Total: 34

BVH: 28

PE LICENSES

Connecticut

EDUCATION

University of Vermont,
Bachelor of Science, Mechanical
Engineering

SELECTED RELEVANT EXPERIENCE

**Bridgeport Superior Court
for Juvenile Matters & Detention Center**
Bridgeport, Connecticut

**City of New Haven
Juvenile Detention Center**
New Haven, Connecticut

**City of Salem
Superior Court Interim Boiler**
Salem, Massachusetts

**City of Salem
Probate & Family Courtouse**
Salem, Massachusetts

**City of Bridgeport
Corrections Center Renovations**
Bridgeport, Connecticut

**Gateway Community College
New Downtown Campus**
New Haven, Connecticut

**Town of Newtown
Town Hall Renovations**
Newtown, Connecticut

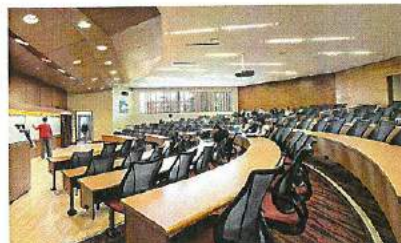
**State of Connecticut
State Office Building Renovations**
Hartford, Connecticut

**Town of Westborough
Municipal Building Renovations**
Westborough, Massachusetts

**National Army Guard
Enfield Armory Renovations**
Enfield, Connecticut

**Town of Groton
Senior Center**
Groton, Connecticut

**University of Connecticut
NextGen Hall**
Storrs, Connecticut





Felix has more than 10 years experience providing telecommunications engineering services, including voice/data systems, structured cabling, fiber, AV systems, paging systems, security systems, CATV Systems, and wireless systems.

Felix has extensive knowledge of current technology standards and practices for public school projects in Connecticut. In addition to the technology design of school throughout the region, Felix's experience includes colleges and universities, laboratory buildings, and healthcare facilities.

SELECTED RELEVANT EXPERIENCE

YEARS EXPERIENCE

Total: 14
BVH: 9

REGISTRATIONS

Registered Communications
Distribution Designer

Telecommunications Infrastructure
Layout Technician, State of CT
US Green Building Council, Green
Associate

EDUCATION

Capital Community College,
Associate of Science, Civil
Engineering Technology

MEMBERSHIPS

BICSI

Pratt & Whitney
New Engineering Building
East Hartford, Connecticut

United Technologies Research Center
Corporate Campus Expansion and Renovations
East Hartford, Connecticut

United Technologies Aerospace Systems
BMS Network
Windsor Locks, Connecticut

Southern Connecticut State University
Academic Laboratory Building
New Haven, Connecticut

University of Connecticut
Oak Hall, LEED Gold Certified
Storrs, Connecticut

Gateway Community College
New Downtown Campus
New Haven, Connecticut

Jackson Laboratory for
Genomic Medicine, LEED Gold Certified
Farmington, Connecticut

Central Connecticut State University
ITDB Telecom Upgrades
New Britain, Connecticut

State of Connecticut
State Office Building Renovations
Hartford, Connecticut

University of Connecticut
Laurel Hall, LEED Gold Certified
Storrs, Connecticut

University of Connecticut
Storrs Hall, LEED Silver Certified
Storrs, Connecticut

University of Massachusetts
Utility Corridor and Roadway Project
Boston, Massachusetts



Didona Associates - Landscape Architects, LLC is a landscape architecture and site planning firm with 30 years of successful projects that reflect our strong commitment to sustainable site design. We have a reputation for delivering fresh new approaches to shaping rock, soil, plants, air and water. Our Clients think of it as our creative side. But the perfect design solution must shape the realities of the site to meet the needs of our Clients and the market, whether that market is a community or a commercial enterprise. That is our practical side. Our ability to create visions that inspire while producing plans that work sets us apart from the rest.

As Landscape Architects, we take a broader view of the site. We understand and appreciate the complexities of a site; its topography, drainage patterns, plant communities, soils, solar orientation, wetlands as well as its cultural context, its location, its significance to the community. Our designs combine the natural with the cultural and the result is that we are able to create places that balance the human experience with the health of the natural systems.

Our process starts with a study of the site. By analyzing the existing conditions, environmental considerations, cultural context and regulatory factors, we create a foundation of information from which to begin the creative process. Next, we develop a vision.

Through creative dialogues with our Client and the community and collaboration with our team of design professionals, we imagine a place. This place must meet the desired criteria of our Client while supporting the local community and sustaining and enhancing the natural environment. This vision is the inspiration for the plan.

But, the plan must work. So, we craft the vision into a plan focusing on the details. We produce technically complete construction plans that become real and sustainable places. We also produce master plans that go beyond the physical vision of the place by providing the how to get there planning including an administration strategy, a financial strategy and a communication strategy.

Didona Associates is known for our philosophy of protecting vital resources while achieving our Clients' desired outcome. Community outreach, sustainable site design, watershed based planning and stormwater management planning all factors into our projects. Our 22 years of practice has produced significant improvements to our local and regional landscape. The result has been a better quality of life for our community.

Didona Associates has worked for several municipalities in the State of Connecticut including South Windsor, Wethersfield, Berlin, Danbury, Hartford, New Fairfield, Newtown, Sherman, Bridgewater, Redding, Ridgefield, Norwalk, Brookfield, and New Britain.

STREETSCAPE PROJECTS

Sandy Hook Streetscape, Newtown, Connecticut – STEAP grant
New Fairfield Town Center, New Fairfield, Connecticut – TEA 21 grant
Wapping Center Streetscape, South Windsor, Connecticut – ISTEAG grant
North Main Street Streetscape, Danbury, Connecticut – TEA 21 grant
Danbury Library Plaza, Danbury, Connecticut
Elmwood Park, Danbury, Connecticut - DECD grant
Kennedy Park, Danbury Connecticut - DECD grant
Crosby Street Streetscape, Danbury, Connecticut - DECD grant

CORRIDOR AND DOWNTOWN STUDIES

Georgetown, CT - Route 57 and 58 included traffic study, design guidelines and development of a riparian buffer park that won an award from the CT Urban Forestry Council
Sandy Hook, CT - Master plan included traffic study, design guidelines and trail connections
New Fairfield, CT - Route 37 and 39 included traffic study, design guidelines and trail connections
Sherman, CT - Route 37 and 39 included traffic study, design guidelines and trail connections
Bridgewater, CT - Route 133 includes traffic study, design guidelines and trail connections
Brookfield, CT - Federal Road includes pedestrian and mass transit connections

MASTER PLANS

Tarrywile Park - 650 Acre urban park, plan includes development of Tarrywile as an environmental center, Danbury, CT
Richter Park - 88 Acre municipal golf course and art center, plan includes development of a Westside Greenway, riparian buffers and wetland renovation and mitigation, Danbury, Connecticut
Wooster School Beautification Plan - Private school, Plan recommends converting to a green school, outdoor classrooms, riparian buffers, stormwater management plan, design guideline, phasing and implementation plan, Danbury, Connecticut
Soundview Farms - Renovation of existing corporate center, plan includes riparian buffers, stormwater management practices, gateway design, public gathering places, design guidelines, budget and implementation plan, Stamford, CT

Environmental and Wetlands Renovation Projects

Rogers Park Pond Renovation, Stormwater management, riparian buffers, trails, butterfly garden, educational signage, Danbury, Connecticut - DEP grants
Halawah Preserve, Riparian Buffer Plan, trails, stormwater management plan, signage, New Fairfield, Connecticut
Ball Pond Beach, Riparian Buffer and Stormwater Management Plan, New Fairfield, Connecticut
Still River Trail, Accessible trail system, Danbury, Connecticut
31 Catoonah Street, Wetland Mitigation and Stormwater Management Plan, 4 unit single family home community, Ridgefield, Connecticut
Glen Brook Estates Stormwater Management Plan, 23 unit town home community, Danbury, Connecticut
61 Kirby Lane Stormwater Management Plan, 1 acre estate, Rye, New York
Woodland Hills, Wetland Mitigation Plan, 254 town home community, Danbury, Connecticut
Chelsea Heights, Wetland Mitigation Plan, 240 unit active adult community, Bethel, Connecticut
Sconset Park, Wetland Mitigation Plan, 12 single family home community, Danbury, Connecticut
Kenosia Park Rain Gardens and Riparian Buffer Plan, Danbury, Connecticut

Section 4:
Submission Requirements

Didona Associates
Landscape Architects
Jane L. Didona
Principal



Education

Master of Science, Landscape Architecture,
SUNY College of Environmental Science and
Forestry at Syracuse University

Bachelor of Landscape Architecture, SUNY
College of Environmental Science and Forestry
at Syracuse University

Bachelor of Science, Environmental Studies,
SUNY College of Environmental Science and
Forestry at Syracuse University

Licenses and Accreditations

Registered Landscape Architect:
Connecticut
New York
New Jersey
Council of Landscape Architectural Registration
Boards
(CLARB)

Member

American Society of Landscape Architects
CT Chapter ASLA - Past President
CT Chapter APA
Architectural Advisory Committee, Danbury
Danbury Chamber of Commerce - Board Member
Rotary of Danbury, Paul Harris Fellow
Friends of Ball Pond - Past President
Corporator - Savings Bank of Danbury
Main Street Renaissance Committee, Danbury, CT

Ms. Didona's experience provides her with extensive knowledge in not only landscape architecture but a variety of disciplines including stormwater management planning, sustainable site design, native plant design, and horticulture.

These, combined with her creative problem-solving and participative management approach, provide the firm's clients with proprietary service and value. She has managed projects throughout the design and implementation phases for numerous commercial, retail, residential, institutional and civic clients. She provides team leadership and professional expertise in:

- Site analysis and assessment
- Stormwater management planning
- Site planning and design
- Wetland mitigation and renovation design
- Riparian buffer design
- Planting design
- Presentations to a variety of land use commissions
- Community outreach
- Design development
- Production of construction plans and specifications
- Bid administration and site observation during construction

She led the effort in developing the firm's design process and project management approach. She was a pioneer in developing effective community and stakeholder outreach methods and has successfully employed these methods in all her planning projects. The results have been plans that are embraced and implemented by their communities.

She has been an instructor of Landscape Design at the New York Botanical Gardens and Western Connecticut State University, contributed articles to a variety of trade magazines and periodicals and been panelist and speaker at a variety of seminars and groups. She has recently received her Master of Science in Landscape Architecture from SUNY College of Environmental Science and Forestry. Her thesis topic was Beauty and the Stormwater Management Practice. Prior to forming the firm, Ms. Didona was a Project Landscape Architect and Associate of Raymond J. Smith Jr. and Associates of Ridgefield, CT where she managed numerous projects for commercial, corporate and multifamily housing client projects. She was also employed with Kasper Associates of Bethel, CT as a site planner and The New York Botanical Garden as a researcher and supervisor.

Section 4:
Submission Requirements

Didona Associates
Landscape Architects
Keith R. Beaver
Senior Associate



Education

Bachelor of Landscape Architecture, SUNY
College of Environmental Science and Forestry
at Syracuse University, 1988
Associate of Applied Sciences - Natural
Resources Conservation, SUNY Morrisville,
1985

Licenses and Accreditation

Registered Landscape Architect: Connecticut,
New York
CLARB

Member

American Society of Landscape Architects
Green Roofs For Healthy Cities
Lion's Club of Danbury - Past President

Mr. Beaver brings diverse experience, knowledge and skill to managing projects through the entire design and approval process. He specializes in sustainable site design and site planning for multi-family developments, subdivisions, commercial, institutional and civic projects.

He has extensive knowledge of public sector projects including state and federal multi-family and elderly housing projects, streetscape design, public park and public school site planning,

His responsibilities include providing professional and team leadership for:

- Sustainable design and development
- Land use analysis
- Regulation and code research
- Design development
- Plans and specification preparation
- Bid administration
- Presentations to local land use commissions and clients
- Opinion of cost analysis
- Construction observation

He played a key role in developing the firm's project planning process and utilizes it to successfully manage projects from inception to completion.

Mr. Beaver integrates sustainable design principles into the firm's design process, and has provided support to the green building team in obtaining LEED Platinum certification for two of the firm's projects.

He is the lead project manager of the firm and proficient in the use of AutoCAD, LandFX and three dimensional and graphic programs such as Sketchup and Photoshop.

Prior to joining the firm, Mr. Beaver was a project Landscape Architect and Associate at M.R. Roming Associates of West Hartford, CT. He was also employed at Raymond J. Smith Jr. and Associates of Ridgefield, CT and CT Male Associates of Latham, New York.

Section 4:
Submission Requirements

Apex Construction Group, LLC

Cost

Louis Manzolillo CPE, PMP, LEED Green Assoc.

Education

University of Hartford
Architectural Engineering

University of Connecticut
Real Estate Finance

Certifications & Affiliations

American Society of Professional Estimators
CPE, Certified Professional Estimator

Project Management Institute
PMP, Project Management Professional Certification

United States Green Building Council
LEED Green Associate Certificate

Member of the Construction Institute

Design/Build Institute of America
Former Board Member

OSHA 30 Safety Training

30+ YEARS IN PROJECT MANAGEMENT AND
ESTIMATING

Overview:

Apex Construction Group, LLC is owned by Lou Manzolillo and provides professional construction cost estimating and owner's project management services for all types of commercial and institutional construction projects throughout Connecticut. He will utilize his 30+ years of estimating and project management experience to manage the pre-construction and construction phases of any size project. He will hold the project team accountable to meet schedule and budget constraints. His vast knowledge of all aspects of construction brings expertise to the estimating, value-engineering and constructability and project management processes to resolve design and budget issues, mitigate change orders and overcome project challenges to deliver a successful project on time and on budget.

Lou promotes and embodies the team approach and resolves conflicts as quickly as possible with the highest level of professionalism.

Value Added Services:

- Knows and understands the construction marketplace and is well known and well respected among architects, engineers, contractors and subcontractors.
- Provides guidance on contractor selection and performs in-depth analysis of bids and proposals to ensure the project scope is well covered.
- Provides viable and creative value engineering solutions to save money.
- Provides knowledgeable constructability reviews that can result in substantial cost savings and prevention of change orders
- Provides solid cost management and cost control services. Using industry standard project management software.
- Provides project oversight and owner's project management services to ensure the project is on schedule and on budget.
- Alerts stakeholders of variances from the project plan.
- Provides rigorous change management service to mitigate construction claims and change orders quickly and fairly.
- Monitors and controls project scope, cost and schedule to ensure a successful project

Estimating Systems:

- Utilizes WinEst estimating software with industry standard cost database, historical cost data and 30+ years of construction cost estimating experience.
- Employs "On-Screen Takeoff" software by OnCenter for digital quantity surveys.
- Uses QTO software by Autodesk for projects designed in Revit.
- Partners with specialty trade estimating companies for complex HVAC and electrical projects.
- Uses Bluebeam Extreme for document management and review.

Section 4:
Submission Requirements

Apex Construction Group, LLC

Cost

Louis Manzolillo CPE, PMP, LEED Green Assoc.

Estimating and Preconstruction (Partial List)

University of Connecticut, Babbidge Library Renovations (\$5M), Storrs, CT

University of Connecticut, Castleman Building, Fume Hood Replacement (\$1M), Storrs, CT

State of Connecticut, Cheshire Correctional Renovations, (\$5M), Cheshire, CT

Loomis Chaffee School, Electrical Infrastructure Improvements, Windsor, CT

Loomis Chaffee School, Student Center and Dining Hall, (\$32M)Windsor, CT

Loomis Chaffee, Brush Chiller Replacement Project (\$1.2M), Windsor, CT

Loomis Chaffee School, Cutler Hall Dormitory (\$12.5M), Windsor, CT

Southern Connecticut State University, School of Health and Human Services, (\$125M)
New Haven, CT

University of Connecticut, Small Renovations Projects, Storrs, CT

Western Connecticut State University, Litchfield Hall Renovations, (\$15M), Danbury, CT

Kaman Corporation, Corporate Headquarters Renovation, (\$25M) Bloomfield, CT

Suffield Academy, Pre-Construction, Holcomb Hall, Science Building Renovation, Suffield, CT

Elm Street Extension, LLC, 30K SF Office Building, Preconstruction and Real Estate

Development analysis, Rocky Hill, CT

Bristol Meyers Squibb, Compound Management Area Addition, Wallingford, CT

Pfizer Inc, Interior Renovation Project, New London, CT

WCSU, Litchfield Hall Renovation, Danbury, CT

UCONN, Beach & White Classroom Renovations, Storrs, CT

University of Hartford, Performing Arts Center, Hartford, CT

Quinnipiac Terrace, New Residential Development, Phase I, New Haven, CT

Quinnipiac Terrace, New Residential Development, Phase II, New Haven, CT

Central Connecticut State University, West Parking Garage, New Britain, CT

Central Connecticut State University, School of Business and Parking Garage, New
Britain, CT

Department of Health and Human Services, Southeast Mental Health Authority Regional
Office and Associated Agencies (\$25M), Norwich, CT

Neurogen Pharmaceuticals, Research Facility, Branford, CT



Milrose Consultants, Inc. is a leader in the field of building code consulting and municipal expediting with headquarters in New York City and offices in New Jersey, Long Island, Pennsylvania, Connecticut and Washington, DC. As code consultants and filing representatives, we are responsible for coordinating all areas of municipal compliance and navigating through the complex bureaucratic approval process.

Founded in 1988, Milrose has been a pioneer in the field of consulting and expediting construction projects through the complex system of municipal government agencies for the past 28 years. Since the firm began in the late 1980s, Milrose has grown into a professional organization servicing leading companies spanning all business sectors.

Milrose provides high-end services to the academic, healthcare, institutional, residential, commercial, retail, and entertainment business sectors. Our services include Code Consulting, Zoning Analysis, and expediting services in relation to New Buildings, Interior Alterations, Permits, Violation Research and Reporting, Violation Dismissals, Letters of Completion, and Certificates of Occupancy.

Milrose is dedicated to facilitating the goals of our clients through guidance, coordination and a vast understanding of the necessary protocols surrounding life safety and energy requirements that govern relevant building code. After nearly three decades of working closely with municipal agencies on behalf of our clients, we have the knowledge and experience necessary to execute the proper filing strategy and ensure project success for our clients.

Section 4:
Submission Requirements

Milrose Consultants, Inc.
Code
Al Cava
Account Manager – Northeast Region



Education

L.I.U-C.W. Post Campus, Bachelor of Arts
– Political Science & Philosophy Master of
Arts, Political Science

Professional Affiliations:

Construction Institute – University Of
Hartford, CoreNet – CT/Westchester,
NAIOP- CT/Suburban NY, CIBS

Al Cava is the account manager, northeast region and acts as the liaison between the client and the project management teams. Al joined Milrose Consultants in March 2008 and has over seven years of experience in the industry. Al is responsible for the business of the New England region as an account manager in the Stamford, CT office.

Al's role is to manage the account and relay information back to the internal Milrose project management team. He will help strategize and assist with targeting dates and a filing sequence to meet the occupancy needs of the client. He will align the internal project team to ensure that all projects are filed and maintained efficiently. He will ensure the client is provided with regular status updates as directed by the client's team. Al will ensure his project managers, code & zoning analyst, and fire protection consultants address all client questions and attend all project coordination meetings as necessary.

RELEVANT PROJECTS

Starwood Hotels Headquarters

Stamford, Connecticut

Milrose worked with HOK Architecture on this extensive project for Starwood's Headquarter building. The scope consisted of Code Consulting, Place of Assembly, Interior Renovations with Demolition, and Certificate of Occupancy services.

Shippan Landing

Stamford, Connecticut

Milrose performed various consulting services for the landlord and its six building office park redevelopment. Scope of work included core and shell renovation of two standalone anchor buildings, along with various waterfront improvements, site work, landscaping, Seasonal Beer Garden and Canteen. Services included Code & Zoning consulting, Planning Board approval services, Engineering approval, EPB approval, Place of Assembly approval, Health Department approval, Food service, Fire and building department approval.

Section 4:
Submission Requirements

Milrose Consultants, Inc.
Code
Patrick Devore
Project Manager



Education

University of Connecticut Bachelor's
Degree, Economics,

Emory University Project Management
Certificate, Project Management

Patrick Devore is a Project Manager with Milrose Consultants. Patrick will be responsible for coordinating all required paperwork with the professionals and the client. This includes cost requests, check issuances, asbestos report requests, collected drawings, daily client contact, and updating Milrose's award-winning project system, WAVE. Patrick will coordinate and direct his code consultant and expeditor to ensure that all projects are filed, objections are satisfied, appointments are made with the responsible Department of Buildings plan examiners, and approvals and permits are secured in a timely manner.

RELEVANT EXPERIENCE

Citadel Southern CT Headquarters

33 Benedict Place, Greenwich, Connecticut

Milrose assisted with Citadel's Southern CT corporate offices at 33 Benedict Place, Greenwich, CT. Milrose performed Code and Zoning, Fire Marshal Services, Permitting, and Certificate of Occupancy Services for approximately 60,000 sq ft of corporate office space in multiple phases inclusive of terrace multi-function space.

PROFESSIONAL EXPERIENCE AND CREDENTIALS

Jim has 30 years of construction experience, with the bulk of his career dedicated to a concentration in school construction. His diverse background includes experience as a Project Manager for construction companies tasked with building elementary, intermediate and high schools. In this role, Jim was responsible for site logistics, bid packaging, bidding, and construction monitoring. He developed unique experience in the area of dispute resolution while assigned to what was classified at the time as two of the largest school construction projects in the state of Connecticut's history: the \$100 million Learning Corridor in Hartford and the \$120 million Waterbury Arts Magnet High School/Palace Theater Renovation and Parking Garage.



Jim's experience with school design and programming began on the complex Learning Corridor project, where the five independent architectural/engineering teams shared a design studio on the project site. Jim worked closely with the designers to coordinate the intricate details of a project of this nature, and gained a firsthand understanding of meeting the needs and requirements of a school facility.

Jim's career eventually transitioned from on-site project management to owner's representation as he took on the role of Senior Project Manager for a regional education service center, working directly with the end users in developing educational specifications. Jim has authored and managed the design of numerous educational specifications. In this role, he learned the importance of clearly communicating the needs of the end users to the designers to ensure the creation of practical, aesthetically-pleasing facilities for students and staff to enjoy. He has expertise in "right sizing" classroom space for various uses, as well as aligning functionality with intended use.

EDUCATION AND CERTIFICATIONS

B.S., Industrial Technology, Concentration in Construction Management, Central Connecticut State University · M.B.A., Concentration in Finance, Rensselaer Polytechnic Institute Hartford (in progress)
Massachusetts Certified Public Purchasing Official, MCPPO · Board Member, Montessori School of Greater Hartford

RELEVANT PROJECT EXPERIENCE

Charter Oak International Academy · West Hartford, CT
New Construction · \$45,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Connecticut River Academy · East Hartford, CT
New Construction · \$57,300,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

CREC Medical Professions and Teacher Preparation Academy · New Britain, CT
New Construction · \$66,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council



Academy for Advanced Design and Technology · East Hartford, CT

New Construction · \$ 40,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

CREC Public Safety Academy · Enfield, CT

New Construction · \$66,500,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

East Hartford-Glastonbury Magnet School · Glastonbury, CT

New Construction · \$39,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Reggio Magnet School for the Arts · Avon, CT

New Construction · \$30,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Vernon E. Cleaves Vocational Agricultural Center at Lyman Hall High School · Wallingford, CT

New Construction · \$28,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

International Magnet School for Global Citizenship · East Hartford, CT

New Construction · \$26,200,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

West Haven High School · West Haven, CT

Renovate as New · \$125,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Enfield High School · Enfield, CT

Renovate as New · \$103,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Goodwin College Early Childhood Magnet School · East Hartford, CT

New Construction · \$16,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Goodwin College Connecticut River Academy Manufacturing Program · East Hartford, CT

New Construction · \$10,500,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

The Learning Corridor · Hartford, CT

New Construction · \$100,000,000
Role: Project Manager
Firm of Record: Gilbane



Waterbury Arts Magnet School and Palace Theater Renovation · Waterbury, CT
New Construction · \$120,000,000
Role: Project Manager
Firm of Record: TBI Construction Management

Carmen Arace Intermediate and Middle School · Bloomfield, CT
Renovate as New · \$28,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

East Hampton High School · East Hampton, CT
Renovate as New · \$56,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Broad Brook Elementary School Modular Additions · East Windsor, CT
Additions/Renovations · \$6,500,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Goodwin College Early Childhood Magnet School Expansion · East Hartford, CT
Additions/Renovations · \$9,435,061
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Metacomet Elementary School · Bloomfield, CT
Additions/Renovations · \$12,800,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Connecticut Natural Gas Operations Facility · East Hartford, CT
Additions/Renovations · \$16,000,000
Role: Project Manager
Firm of Record: TBI Construction Management

Laurel Elementary School · Bloomfield, CT
Additions/Renovations · \$17,000,000
Role: Senior Project Manager
Firm of Record: Capitol Region Education Council

Cromwell Facilities Condition Study · Cromwell, CT
Condition Study · \$15,840
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

North Farms Fire Station · Wallingford, CT
New Construction · \$4,100,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Hartford Stage Company, Phase 2B Renovations · Hartford, CT
Renovations · \$6,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Hourly Rates

Additional services, if required, will be provided at the hourly rates as listed below. The rates below are for the year 2017, and are subject to adjustment at the beginning of each subsequent year.

2017 HOURLY RATES

Amenta Emma Architects

Principal	\$ 250
Associate Principal	\$ 210
Project Manager	\$ 180
Construction Administrator	\$ 160
Project Architect	\$ 145
Senior Project Designer	\$ 160
Project Designer	\$ 125
Senior Interior Designer	\$ 125
Interior Designer	\$ 100
Job Captain/Architect	\$ 125
Technical Staff Level I	\$ 110
Technical Staff Level II	\$ 100
Technical Staff Level III	\$ 85
Graphic Designer	\$ 95
Clerical	\$ 65

Thornton Tomasetti

Principal	\$ 250
Project Manager	\$ 165
Project Engineer	\$ 140
Senior Engineer	\$ 115
Engineer	\$ 85

BVH

Principal-In-Charge	\$ 205
Project Manager	\$ 175
Commissioning Project Manager	\$ 165
Senior Engineer / Senior Designer	\$ 150
Technology Designer	\$ 145
Contract Administration	\$ 135
Engineer / Designer	\$ 130
Commissioning Provider	\$ 130
CADD Operator	\$ 110
Clerical	\$ 75

Hourly Rates

Didona Associates Landscape Architects, LLC

Landscape Architect 1	\$ 175
Landscape Architect 2	\$ 150
CAD Manager	\$ 110
CAD Draftperson	\$ 90
Administrative	\$ 50

Apex Construction Group, LLC

Principal	\$ 150
Estimator	\$ 125
Admin Support	\$ 85

Milrose Consultants, Inc.

Project Coordination Services	\$ 150
Consulting for Meeting	
- Meeting Attendance	\$ 500
Consulting for Code & Zoning - Code	\$ 250

Construction Solutions Group

Principal	\$ 120
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BILLING TERMS

We will submit monthly billings payable within thirty days of invoice date. Invoices not paid within thirty days will be assessed 1-1/2% interest per month.

REIMBURSABLE EXPENSES

Reimbursable expenses include the following cost incurred by us on the behalf of your project:

Reprographic expenses
Travel expenses (out of town)
Long Distance Communications
Postage and Handling of Project Documents
Automobile mileage
Fees for Regulatory Applications
Renderings or Models

These expenses will be billed at our cost times 1.1.

Section 4:
Submission Requirements

Current Workload

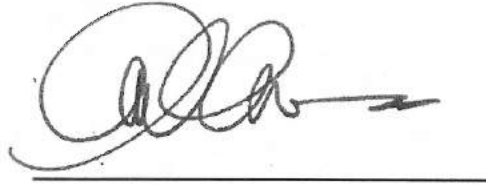
Project	Construction Cost	Start Date	Completion Date	Principal	Project Architect	Client Representative
165 Capitol Avenue State Office Building	\$160M	2013	2019	Anthony J. Amenta	Dennis J. Faga	Michael Milne, DAS/DCS PM 860-713-5930
Housatonic Community College Lafayette Hall	\$27M	2013	Summer 2017	Robert E. Swain	Christopher D. Legiadre	Keith Epstein, Vice President for Facilities, Real Estate & Infrastructure Planning 860-493-0061
Central Connecticut State University New Engineering Building	\$44M	2016	2018	Robert E. Swain	Christopher D. Legiadre	Peter Simmons, DAS/DCS PM 860-713-5636
The O'Connell Companies	\$9.1M	2015	Late 2017	Robert E. Swain	Ryan F. Schicker	Christine Jablonski, Senior PM, Daniel O'Connell's Sons 203-672-0688
CREC Ana Grace Academy of the Arts Elementary Magnet School	\$34M	2015	2018	Robert A. Emma	Robert E. Larson	Karen DePersia, Project Manager CREC 860-240-6642
Weaver High School	\$80M	2014	2018	Robert A. Emma	Robert E. Larson	John Motley, Chairman Hartford School Building Committee 860-707-5158

Insurance Coverage

Amenta Emma Architects carries General Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate, and Professional Liability Insurance in the amount of \$5,000,000 per claim and \$5,000,000 aggregate for Errors & Omissions, and will forward certificates on an annual basis to provide evidence that the policy is current and in force.

Conflict of Interest Statement

I, Anthony J. Amenta, President of Amenta Emma Architects, do hereby declare that to the best of my knowledge there are no potential conflicts of interest that would prevent our firm or its consultants from accepting or completing the services for the Town of East Hampton.

A handwritten signature in black ink, appearing to read 'AJA', followed by a horizontal line.

Anthony J. Amenta

Schedule of Fees**FEE**

The fees below are based on a total Project Cost of \$15,000,000. The fees are estimates and will be adjusted when the terms of the contract are submitted under Addendum #3 are finalized.

Due to the quantity of changes and additions to the Standard AIA Forms of Agreement, Amenta Emma reserves the right to provide comment to the proposal contract forms, if and when we are selected by the Committee as the preferred Architect.

FEE SCHEDULE

Fees include estimate for Architectural, Structural, Mechanical, Landscape Architecture, Acoustical, Security/AV/IT Design, Cost Estimating and Code Consultation.

Design Phase – Sections 4.1 and 4.2	\$313,000
Construction Documents, Procurement and	
Construction Administration – Section 4.3	\$584,000
Reimbursable Expenses	\$ 25,000
BOE Consulting Services (if required) for grant application	\$ 3,500

Schedule of Fees**FEE**

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Construction Documents, Procurement and	
Construction Administration – Section 4.3	\$584,000
Reimbursable Expenses	\$ 25,000
BOE Consulting Services (if required) for grant application	\$ 3,500

EXHIBIT B

AIA DOCUMENT A201-2007 GENERAL CONDITIONS, AS MODIFIED

DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

East Hampton Town Hall and Police Station
East Hampton, CT 06424

Deleted: (Name and location or address)

THE OWNER:

The Town of East Hampton
20 East High St.
East Hampton, CT 06424

Deleted: (Name, legal status and address)

THE ARCHITECT:

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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.

Deleted: ¶
(Name, legal status and address)¶

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

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

DRAFT

DRAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement to which this A201, as modified, is attached to and made a part thereof, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

Deleted: Agreement,

Deleted: Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER (NOT USED)

Deleted: INITIAL DECISION MAKER

§ 1.1.9 ADDENDUM

Written or graphic documentation prepared by the Architect and approved by the Owner prior to the award of subcontracts that modifies or interprets bid documents, and which become part of the Contract Documents during the Construction Phase.

§ 1.1.10 ALTERNATE

A variation in the requirements of the Contract Documents on which a separate price is to be received by the Owner as a part of a bid. If the Alternate is accepted in writing by the Owner, the variation is then a part of the Contract Documents and the Contract Sum shall include the amount proposed to be added or deducted on account of the variation.

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all all labor, materials, equipment, transportation, tools, plant, appliances, appurtenance and other facilities, items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results and make the Work complete and operable in all respects, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

Deleted: only

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of sections of the Specifications.

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

§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not called to the Owner's or Architect's attention in writing prior to award of the Contract, the Contract Documents shall be construed according to the following priorities:

Highest Priority	Modifications to the Agreement
Second Priority	Agreement
Third Priority	Addenda (later date to take precedence - if any)
Fourth Priority	General Conditions
Fifth Priority	Bidding Requirements
Sixth Priority	Drawings and Specifications

§ 1.2.4 Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the documents of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. If work is required in a manner to make it impossible to produce work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request, in writing, an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out Work in the required manner or to provide required guarantees, warranties, or bonds, and the Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.5 Should conflict occur in or between the Drawings and Specifications, the Contractor is deemed to have included the better quality and larger quantity of work in the Bid.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.10 Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show exact physical locations or configurations of Work. Such Work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets shall be obtained from Architect before the Work is roughed in; Work installed without such information from Architect shall be relocated at Contractor's expense.

§ 1.2.11 Test boring and soil test information included with the Contract Documents or otherwise made accessible to Contractor was obtained by Owner for use by Architect in the design of the Work. Owner does not hold out such information to the Contractor as an accurate or approximate indication of sub-surface conditions, and no claim for extra cost or extension of time resulting from a reliance by Contractor on such information shall be allowed except as provided in Section 3.7.4.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

Deleted: Architect and the Architect's consultants shall be deemed the authors and owners of their respective

Deleted: Architect's or Architect's

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

Deleted: notice, if any, shown on the Instruments of Service.

Deleted: Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

§ 1.6.1 In consideration of the delivery of the Instruments of Service in electronic form, the Contractor agrees to release, indemnify, defend and hold harmless the Owner, the Architect and their employees and consultants, called the Indemnitees, from any and all claims, demands, causes of action, suits, liabilities, losses, damages, costs and expenses, including but not limited to attorney's fees, expert witness fees and court costs, arising from or in any way connected with the use, modification, or interpretation of the Instruments of Service provided by the Indemnitees, whether or not caused in whole or in part by the comparative fault of any Indemnatee. The Contractor's obligation to indemnify shall not apply to the extent that the claims arise from the negligence of the Owner or the Architect.

§ 1.6.2 The Contractor agrees that use of Instruments of Service in electronic form: (a) is not a substitute for professional judgment; (b) does not relieve the Contractor from applying the appropriate standard of care and skill relevant to the use of the Instruments of Service; and (c) is only to be used as a tool to assist the Contractor in connection with the Project.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 ~~Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the conditions indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. If Owner or Architect has made investigations of subsurface characteristics or concealed conditions of areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by Owner or Architect, such information is furnished solely for the convenience of Contractor. Neither the Owner nor Architect assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by Owner or Architect in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. In connection with the foregoing, Contractor shall be solely responsible for locating and shall locate prior to performing any Work all utility lines, telephone lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables, and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Not in limitation of the foregoing, before performing any excavation at the Project Contractor shall use the services of Call Before You Dig.~~

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

§ 2.2.3 (NOT USED)

§ 2.2.4 ~~Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the conditions indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.~~

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

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

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

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

Deleted: The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information

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§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, in its sole discretion and without prejudice to other remedies the Owner may have: (a) furnish, or employ a person or entity to furnish, labor, services, materials or equipment to correct, remove, replace and/or repair such deficiencies, as the Owner deems most expedient; (b) take such action as the Owner deems necessary to regain and/or maintain the Schedule; and/or (c) withhold payment as permitted under the Contract Documents. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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Deleted: Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.

§ 2.5 RIGHTS CUMULATIVE

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Work. The Contractor shall also furnish all necessary water, heat, light, and power.

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions and verify all grades, elevations dimensions or locations at the site affecting it. Any defects resulting from the Contractor's failure to comply with its obligations under this paragraph shall be promptly rectified by the Contractor without additional cost to the Owner. The Contractor shall at once report to Architect and Owner as a request for information ("RFI") any error, inconsistency or omission he may discover. The Contractor shall not proceed with Work affected by such errors, omissions, inconsistencies or variances without the Architect's response to such RFI. Any necessary change shall be ordered as provided in Article 7, subject to the requirements of Article 1 and other provisions of the Contract Documents. If Contractor proceeds with the Work without such notice to Architect having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents he could have discovered such,

Deleted: at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

Contractor shall bear all costs arising therefrom. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances as they relate to performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

§ 3.2.3 The Contractor shall examine the site of the Work and adjacent premises and the various means of approach to the site, and shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the complete execution of the work shown in the Contract Documents. The Contractor shall further inform itself as to the facilities for delivering, handling, and installing the construction plant and other equipment and the conditions and difficulties that will be encountered in the performance of the Work.

§ 3.2.4 The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such errors, inconsistencies, omission, or difference and failed to report it to the Architect. Contractor shall give Architect and Owner timely and proper notice and documentation of any additional design drawings, specifications, or instructions required to define the Work in greater detail, correct coordination issues, or to permit the proper progress of the Work either prior to starting construction or during construction activities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.3.4 The Contractor shall inspect all materials delivered to the site and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.3.5 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract Time, and Contractor shall not be entitled to an increase in the Contract Sum therefor.

§ 3.3.6 The Contractor shall confine all operations (including storage of materials) conducted on the Project site to areas authorized or approved by Owner.

§ 3.3.7 The Owner may undertake or award other contracts for additional work at the Project. With regard to the Work of the Owner's third party contractors, Subcontractors, and vendors or work that is otherwise not the responsibility of Contractor, Contractor shall fully cooperate with such third parties and shall provide management support to Owner in

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

Deleted: If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall

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order to assist the Owner in managing and coordinating such work, which management support shall be limited to providing scheduling input to Owner and the third parties with respect to the delivery and installation of third party services, materials, and equipment that must be integrated with Contractor's Work.

§ 3.3.8 The Contractor shall at all times staff the Project adequately for high quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.9 The Contractor shall at all times make provisions to protect the existing building (if any) or new construction from damage due to the Work or due to the weather.

§ 3.3.10 The Owner or the Owner's Representative, as those terms are defined in the Agreement and Section 2.1.1 of the General Conditions, shall have access to the Work site and all Work. No inspection by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

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

§ 3.3.12 The Contractor shall ensure that personnel performing the Work comply with an Owner-approved logistics plan for the use of the site and its surroundings, parking, temporary facilities, utilities, staging and storage for the Project, including phasing, in coordination with the needs of the Owner and the requirements of governmental authorities.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall remove all temporary connections, distribution lines, meters, and associated paraphernalia.

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

Deleted: Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the

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

§ 3.4.2.2 Approval by the Owner of any substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by the Architect and other trades for changes made necessary to accommodate the substituted item. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by Contractor, notwithstanding approval or acceptance of such substitution by Owner or Architect, unless such substitution was made at the written request or direction of Owner or Architect.

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

§ 3.4.4 When the Contract Documents require Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents. When the Contract Documents describe the Work in general terms, but not in complete detail, Contractor understands and acknowledges only the best general practice is to be employed. Any design detail furnished by Contractor shall be in conformance with applicable laws and shall be sufficient for the purposes intended. Contractor shall closely inspect all materials as delivered and all Work as performed and shall promptly reject and return all substandard materials and redo all substandard Work without awaiting Architect's inspection and rejection thereof.

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

§ 3.4.6 The possession or use of drugs or alcohol on or about the Project site is strictly prohibited. Smoking is strictly prohibited at the Project site outside of designated smoking areas.

§ 3.4.7 While working in occupied areas, the Contractor shall conduct all Work so as to maintain the privacy of the Owner's operations, invitees and staff.

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

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

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

§ 3.4.11 Lethal and non-lethal weapons, ammunition and firearms of all types (excluding appropriate knives, tools, and equipment used for performance of Work) are prohibited on the Owner's premises or the Project at all times. The Owner may require the immediate and permanent dismissal from the Project of any persons found in possession of such weapons, even if properly permitted.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers and manufacturers. Manufacturers' warranties and warranties by others shall not relieve the Contractor of any of its responsibilities.

§ 3.5.2 Contractor shall be responsible for determining that all materials furnished for the Work meet all the requirements of the Contract Documents. The Owner or Architect may require Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Owner or Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at Contractor's expense. This provision shall not require Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by Contract Documents to be performed at Contractor's expense.

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

§ 3.5.3 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by Contractor and approved in writing by Owner in consultation with the Architect, pursuant to § 3.4.2 of these General Conditions.

§ 3.5.4 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits.

§ 3.5.5 The warranty provided in this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.6 Contractor shall procure and deliver to Architect, no later than the date claimed by Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.5.7 The Contractor's warranty on all materials and equipment shall be for a minimum of 12 months after Substantial Completion of the Work or a portion thereof, unless there is a longer period provided for specific materials and equipment in the Contract Documents.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

Deleted: The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 Contractor shall be familiar with the current regulations of the Department of Revenue Services. The tax on materials, supplies, or products purchased for this Project and exempted by such regulations shall not be included in the Contract Sum.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government, municipal, quasi public and/or regulatory agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Upon the Owner's request, the Contractor shall cooperate with and assist the Owner in the event the Owner seeks to pursue a reduction of any permit or license fees. Before commencing Work, the Contractor shall submit copies of such permits or written proof that required permits have been obtained.

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

§ 3.7.3 If Contractor performs Work knowing it to be contrary to any laws, statutes, ordinances, building codes, rules, regulations or recorded covenants or restrictions applicable to the Project Site, Contractor shall assume full responsibility for such work and shall bear and be liable to Owner for the attributable costs and damages arising therefrom and indemnify Owner against the adverse consequences thereof. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner and Architect in writing so that the Owner may take such action as at his discretion the Owner may determine to be necessary. The requirements of the foregoing section do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such requirements exceed those of laws, ordinances, rules, regulations, and order of any public authority applicable to the Work.

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Deleted: applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions

Deleted: Concealed or Unknown Conditions.

of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner, in consultation with the Architect will promptly investigate such conditions and, if it is determined that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, ~~the Contractor shall be entitled to an equitable adjustment in the Contract Sum or Contract Time, or both. No request by the Contractor for an equitable adjustment to the Contract Sum or Contract Time under this sub-section or the following sub-section shall be allowed, unless the Contractor has given the required written notice. No change in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions that were disclosed to or that reasonably should have been known to the Contractor in the proper exercise of its obligations hereunder. Further, no request by Contractor for such equitable adjustment shall be allowed if made after the Architect has issued the final Certificate of Payment.~~

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Deleted: If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 PROJECT MANAGER AND SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work until the date of Substantial Completion, and for such additional time thereafter as the Architect and the Owner may determine to be necessary for the expeditious completion of the Work. The project manager and superintendent shall be satisfactory to the Architect and the Owner and shall not be changed except with the written consent of Architect and the Owner unless the project manager or superintendent ceases to be in the employ of the Contractor. Owner shall have the right, at any time, to direct a change in Contractor's representatives if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's reasonable discretion. Owner shall have no obligation to direct or monitor Contractor's employees. The project manager shall represent the Contractor, and all notices and other communications given to the project manager shall be as binding as if given to the Contractor.

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Deleted: superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed project manager and superintendent.

§ 3.9.3 The Contractor shall not employ a proposed project manager and superintendent to whom the Owner has made objection.

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Deleted: The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's detailed CPM construction schedule for the Work, including man-loading/labor required to perform the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The baseline construction schedule and all schedule updates shall clearly delineate all Subcontractor start and finish dates, realistic activity sequences and durations, critical dates by which Shop Drawings, Product Data, Samples and other submittals must be processed and the times by which products requiring long delivery lead times must be procured, commissioning and closeout process as well as the anticipated dates for the Owner's other contractors, if any, to coordinate their work with the Contractor's Work. The Contractor shall update the construction schedule on a monthly basis, or more frequently as necessary to keep the Owner apprised of the progress of the Work. Construction schedule updates shall conspicuously note any changes to the prior submitted schedule update. The construction schedule shall not be modified or extended without the prior approval of the Owner in each instance.

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§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract, but in no event later than thirty (30) days after the award of subcontracts, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The submittal schedule shall be submitted as the first submittal to be reviewed and approved by the Architect and Owner prior to the submission of any other submittals. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, (2) allow the Architect reasonable time to review submittals, and (3) be updated weekly and submitted to the Owner and Architect. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The Contractor shall collaborate with the Owner and the Architect to establish and implement procedures for expediting the processing and approval of Shop Drawings, Project Data, Samples and other submittals.

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

Deleted: Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. At the completion of the Work, the Contractor shall certify by signing on them that each of the foregoing marked documents is complete and accurate. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

Deleted: The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections

§ 3.11.2 No review or receipt of such records by the Architect or Owner shall be considered a waiver of any deviation from the Contract Documents or approved shop drawings, or any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.11.3 The Contractor shall maintain at the Project site on a current basis records of all subcontracts, purchase orders, materials, equipment, maintenance and operating manuals and instructions, warranties, and any other related documents and revisions which arise out of any subcontract or the Work. The Contractor will make records stored at

its home office available to the Owner at the Project site on the Owner's request. At the completion of the Project, the Contractor shall promptly deliver all such records to the Owner.

§ 3.11.4 The Contractor shall establish and maintain a log of RFI's that includes date submitted, date response required and date returned. This log shall be updated and submitted to the Owner weekly. The Contractor shall submit all RFI's in writing on a pre-approved form, which shall provide space for the requested information and the response.

§ 3.11.5 The Contractor shall prepare a Contractor's Daily Report to the Owner that identifies the Contractor's staff, Contractor's direct labor, subcontractors on site and the areas of work for the day.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data or Samples and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing and approving Shop Drawings, Product Data and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate. The Architect's comments made on the Shop Drawings, Samples, or other submitted data during reviews do not relieve the Contractor from compliance with requirements of the Drawings and Specifications and other Contract Documents. Comments made which are construed by the Contractor as altering the Contract Sum must be reported to the Architect immediately. No work action may be taken prior to a resolution or written consent of Architect. Any Work not shown on the Shop Drawings which is shown in the Contract Documents remains part of the Project requirements. The Architect is not responsible for completeness of the Shop Drawings nor as such shall the Shop Drawings supersede the requirements of the Contract Documents. The Contractor is responsible for: determining quantities; confirming and correlating dimensions; selecting fabrication processes and techniques of construction; coordination for all of the Work; overseeing safety; and executing the Work in a satisfactory manner.

Deleted: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1. The right of possession of the premises and the improvements made thereon by the Contractor and its Subcontractors of all tiers shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine its equipment, apparatus, materials storage and operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

§ 3.13.2 The Contractor shall at all times cooperate and coordinate with any other contractors and the Owner with respect to schedules and interferences with the Work so as to complete the Project on schedule.

§ 3.13.3 Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other such adversity is solely the responsibility of the Contractor.

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.14.3 The Contractor shall in all cases exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting and damage is not permitted and the Contractor will be held responsible for such avoidable or willful cutting or damage.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract on a daily basis. Furthermore, the Contractor shall be responsible for maintaining cleanliness of surrounding access roads and property adjacent to the Project site. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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

§ 3.15.3 Burning of waste materials and rubbish at the job site is not permitted. Removal and proper disposal of all waste material and rubbish is included in the Contract Sum.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law Contractor hereby agrees to and shall at all times defend, indemnify and hold Owner, the Owner's Program Manager, the Architect, and Owner's agencies, commissions, departments, affiliates, officers, agents, and employees, wholly harmless from any and all losses, costs, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, liability, suits by any person or persons, injuries, damages or death and other liabilities of whatsoever kind or nature arising out of or resulting from the performance (or attempted performance) of the Work, or otherwise caused by, incident to, connected with or arising directly or indirectly out of: (a) the performance of this Contract by the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (b) any breach, failure to comply with applicable laws, codes or regulations act, omission, intentional misconduct or negligence of Contractor, any Subcontractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnity shall survive the termination of this Contract.

Deleted: the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees,

Deleted: performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor,

Deleted: they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 Contractor's indemnification obligation includes, but is not limited to, failure of Contractor in any way to comply with the requirements of the Fair Labor Standards Act, as amended, and all other applicable Federal, State or local statutes, laws, ordinances, rules, regulations (including, but not limited to, the Occupational Safety and Health Act of 1970) or orders or any term or provision of the Agreement or General Conditions (with all of which all Subcontractors agree to fully comply).

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

ARTICLE 4 ARCHITECT¶

§ 3.18.3 In any and all claims against any person or entity indemnified under this Section 3.18 by any employee of the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor of any tier under insurance coverage required by the Contract Documents, Workmen's Compensation

Acts, disability benefits acts or other employee benefits acts.

§ 3.18.3 If Contractor fails to defend any person or entity indemnified hereunder, such person may defend any suit, action or other legal proceeding and the actual costs thereof (including, without limitation, attorneys' fees) shall be included as part of the loss, cost, damage and expense covered by Contractor's indemnity.

§ 3.18.4 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure by the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any claims, liens, charges (including attorneys' fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees.

§ 3.18.5 As pertains to Paragraph 3.18, the Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor where there is not a commonality of interests between the Owner and the Contractor or as to claims that are not insured. The Contractor expressly consents to the Owner's selection of legal counsel and waives any waivable conflict.

§ 3.19 ASSIGNMENT

§ 3.19.1 Neither this Contract nor any payments becoming due hereunder shall be assigned by Contractor without the written consent of Owner.

3.20 ACCESS TO BOOKS AND RECORDS

§ 3.20.1 Upon forty-eight (48) hours prior notice to Contractor, the Owner shall at all times have the right to inspect and copy the books and records (however kept) of the Contractor for verification of work done, payments due, amounts claimed, obligations owed Subcontractors or suppliers, or any other aspect of the Contractor's obligations regarding the Work and this Agreement. In the event of an emergency, the Owner shall have the right to inspect and copy such books and records without prior notice. The Contractor shall keep books and records adequate to support its costs and charges, to comply with generally accepted accounting principles, and to evidence compliance with this Agreement. At the Owner's request, the Contractor shall promptly provide evidence satisfactory to the Owner of the Contractor's compliance with the Contract Documents.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain a design professional lawfully licensed to practice or an entity lawfully practicing architecture or design services in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. When separate contracts are awarded by the Owner for the design of different portions of the Work, all approvals required of the "Architect" under the Contract Documents shall be construed as requiring the approval of the design professional responsible for such portion of the Work.

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

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§ 4.1.3 If the employment of the Architect is terminated, the Owner may employ a successor whose status under the Contract Documents shall be that of the Architect.

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§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect shall have no authority to order any extra-contractual work or services, contractually bind the Owner or alter the Owner's rights and obligations under the Contract Documents.

Deleted: provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will

§ 4.2.1.1 The Owner shall in its discretion have the option to have the administration of the Contract performed by the Architect, an Owner's Program Manager, a Construction Manager, or other party. As of the date of this Agreement,

the Owner has elected to have the administration of the Contract performed by the Owner's Program Manager with additional oversight by the Architect pursuant to this Article 4.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall report promptly to the Owner any objectionable Work discovered or which reasonably should have been discovered. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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§ 4.2.3 On the basis of the site visits, the Architect will issue written reports to Owner and Contractor about the progress and quality of the portion of the Work completed, which reports shall include all: (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any Work rejected by the Architect or additional inspections or testing required by the Architect. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other directly about matters arising out of or relating to the Contract, provided that such communications that require the Architect's services will also be shared simultaneously with the Architect to enable the Architect to perform its obligations under its agreement with the Owner and such other services as are identified as the responsibility of the Architect under these General Conditions. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor unless the Owner indicates otherwise. Communications by and with separate contractors shall be through the Owner. The Owner has retained C&E Enterprise, LLC to serve as the "Owner Program Manager" upon whose authority, directions, instructions and suggestions the Architect and Contractor may rely with respect to the day to day operations of the Project. For material issues such as scope changes, Change Orders, Project schedule or Project budget, the Owner's Program Manager reports to Michael Maniscalco, the Owner's Town Manager, or such other individual as may be appointed by Owner, who shall have final authority to render such decisions on material issues on behalf of the Town.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment recommending payment on such amounts. The Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor's Applications for Payment, and the Owner shall have the right to communicate with any individual or entity involved in the Project to verify amounts included in Applications for Payment.

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§ 4.2.6 The Owner and Architect each have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner and/or Architect considers it necessary or advisable, the Architect, with the Owner's consent, will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the Owner-approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate

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review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 If requested by the Owner, the Architect will review Change Orders prepared by the Contractor, prepare Construction Change Directives as directed by the Owner, and may, at the Owner's direction, authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations to the Owner regarding concealed and unknown conditions as provided in Section 3.7.4.

Deleted: The Architect will prepare Change Orders and Construction Change Directives, and may

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

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site.

Deleted: The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

Deleted: Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to RFIs about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness and in no event later than ten (10) days from the date of the Contractor's request, to avoid negative impact on the construction schedule. If the Architect believes that more time is required in connection with any RFI based on the requirements of good professional practice, the Architect shall so advise the Owner and the Contractor in writing prior to the end of the allowable time period. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the RFI.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.1.3 If good industry practices or governmental authorities require certain expertise, registrations, certifications, licenses, permits or training for the performance of the Work, or any part thereof, the Contractor shall ensure that persons or entities performing such portions of the Work obtain and hold such qualifications.

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

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

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

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

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution. The Owner may reasonably require the Contractor to change any Subcontractor previously approved, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change. The Contractor shall supply Owner with a list of the names and addresses of all Subcontractors and material suppliers on request and from time to time.

Deleted: or Architect

§ 5.2.5 If any of the Subcontractors or personnel involved in the Project are not fulfilling their responsibilities properly, the Owner may require such personnel to be terminated or removed and replaced as expeditiously as possible with Subcontractors or personnel acceptable to the Owner.

§ 5.2.6 Nothing herein shall be construed as an intent to create a contractual or third-party beneficiary relationship between the Owner and any of the Subcontractors, except as provided in Section 5.4.

§ 5.2.7 The form of each subcontract shall be submitted to the Owner for its review, which shall not be unreasonably delayed. Each contract shall expressly provide for the contingent assignment referred to in Section 5.4.1.

Deleted: By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors of all tiers. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 5.3.2 The Contractor shall include in each subcontract an obligation for the Subcontractor to provide immediate notice of any material adverse change to the Subcontractor's financial condition since the date of the award, that there

is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of Subcontractor's knowledge, threatened against Subcontractor, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Subcontractor of its obligations under its subcontract with Contractor. If the Contractor becomes aware of any material change in the financial condition of a Subcontractor or Sub-subcontractor during the progress of the Project, the Contractor shall give the Owner prompt, written notice of such change.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

Deleted: that

Deleted: for cause

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

Deleted: and obligations

§ 5.4.2 The Contractor shall, upon the request of Owner, submit a copy of each subcontract signed by Contractor in connection with the Project. Each subcontract shall contain a contingent assignment of the subcontract to the Owner consistent with Section 5.4.

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

Deleted: If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Without limitation on the generality of the foregoing, each subcontract agreement and each sub-subcontract agreement shall include, and shall be deemed to include, the following provisions:

- .1 An agreement that the Owner is a third-party beneficiary of the subcontract (or sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to, the right to be compensated for any loss (including liability, costs and attorneys' fees related thereto or to enforcement of this Subparagraph), expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, express or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement;
- .2 A provision that the subcontract (or sub-subcontract) shall be terminable upon seven (7) days' written notice by the Contractor (or Subcontractor) or, if the subcontract (or sub-subcontract) has been assigned to Owner, by the Owner; and
- .3 A provision requiring the Subcontractor (or Sub-subcontractor) to submit releases for work completed by it and its Sub-subcontractors as a condition precedent to the disbursement of the progress payment next due and owing.

§ 5.4.5 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Contractor, Owner, Architect, and their respective officers, directors, agents, and employees of any and all liability arising out of the respective Subcontractor's work.

§ 5.4.6 The Owner assumes no responsibility for the overlapping or omission of parts of the Work by various Subcontractors in their agreements with the Contractor, such responsibility being solely with the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner's separate contractors, if any, may have access to those portions of the Project site under construction prior to the anticipated date of Substantial Completion for the purpose of installing items which are more cost effective for the Owner to have installed during the progress of the Work (i.e., before walls and ceilings are completed). The Owner and Contractor agree to cooperate in scheduling all entries and work by the Owner's separate contractors.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall schedule, coordinate and cooperate fully with all other contractors. The Contractor shall take such steps as the Owner and Contractor (after joint review and mutual agreement) may require to assure scheduling, coordination, and cooperation among the contractors. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Deleted: participate with other separate contractors and the Owner in reviewing their construction schedules.

§ 6.1.4 (NOT USED)

Deleted: Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

Deleted: the Architect will

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

Deleted: among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and

Deleted: the Architect alone.

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

§ 7.2 CHANGE ORDERS

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

Deleted: prepared by the Architect and signed by the Owner, Contractor and Architect

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

The Architect's signature on a Change Order indicates its recommendation of the change but shall not be a condition to its validity.

§ 7.2.2 Architect or Owner shall provide no oral orders or directives to change the Work and Contractor is not obligated to follow any such oral directives or orders. All such directives or orders shall be made in writing by the Owner, upon consultation with the Architect. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation for such work and the Contractor shall not be excused from compliance with the Contract Documents. The requirements set forth in this Article 7 are the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, no oral, express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis for any claim to an increase in the Contract Sum or Contract Time. Changes in the Work may be made without notice to Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to Owner.

§ 7.2.3 Contractor's Agreement on any Change Order shall constitute a final settlement by the Contractor of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and the construction schedule. In no event shall a Change Order include any other relief prohibited by the Contract Documents.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

Deleted: is a written order

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be as provided in Section 7.3.7.

Deleted: based on one of the following methods:¶
.1 . Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;¶
.2 . Unit prices stated in the Contract Documents or subsequently agreed upon;¶
.3 . Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or¶
.4 . As

§ 7.3.4 If quantities originally contemplated in establishing Unit Prices are materially changed in a proposed Change Order or Construction Change Directive so that application of such Unit Prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable Unit Prices shall be equitably adjusted.

Deleted: unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

Deleted: unit prices

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the adjustment shall be recorded on the basis of reasonable expenditures based upon the costs set forth below and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement. In such case, the Contractor shall keep and present, in such form as the Owner may require, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be strictly limited to the following:

Deleted: Architect shall determine the method and the adjustment

Deleted: Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3,

Deleted: Architect may prescribe,

1. Costs of labor at the rates set forth in Article 6 of the Agreement;
2. Unit Prices for materials, supplies and equipment and if there are no applicable Unit Prices for such then costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others (provided that the rates were previously agreed to by the Owner and the Owner shall not be charged for idle time for Contractor-owned equipment including that owned by the Contractor's affiliated companies, the Contractor's officers, owners, or employees, Subcontractors, Sub-subcontractors, or their agents or employees, or any other persons or entities performing any portion of the Work);
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work at the rates set forth in Article 6 of the Agreement; and
5. Additional costs of supervision and field office personnel directly attributable to the change based upon the labor rates set forth in Article 6 of the Agreement.

Deleted: labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;¶
2. Costs

Deleted: or others;

Deleted: Work;

Deleted: to the change.

Under no circumstances shall the compensation to the Contractor and Subcontractors in connection with Change Orders be more than the Contractor's and Subcontractor's costs set forth in this Subparagraph 7.3.7 plus no more than the overhead and profit amounts set forth in Article 6 of the Agreement.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit, at the rates set forth in Article 6 of the Agreement shall be figured on the basis of net increase, if any, with respect to that change.

Deleted: profit

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment absent the Owner's expressed, written consent. The Architect, in consultation with the Owner, will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determine, to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

Deleted: Payment. The Architect

Deleted: determines, in the Architect's professional judgment,

Deleted: Architect's

Deleted: made by the Architect

§ 7.3.10 When the Owner and Contractor agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the change will be recorded as a Change Order.

Deleted: Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to the Owner's approval, may order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Contractor. The Architect shall provide prompt, written notice to the Owner of any minor change in the Work ordered by the Architect.

Deleted: Architect has authority to

Deleted: the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

§ 8.1.3 The date of Substantial Completion is the date determined in accordance with Section 9.8.

Deleted: certified by the Architect

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner, and or prior to receiving written notice to proceed from the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously in accordance with the construction schedule with adequate forces and shall achieve Substantial Completion within the Contract Time and in accordance with any schedule milestones. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by Section 8.3.1, the Contractor shall not make any claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the construction schedule.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by the wrongful act or neglect of the Owner or Architect, or the employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work by Owner or Architect; or by unforeseeable industry-wide labor disputes, fire, unavoidable delay in deliveries, or unavoidable casualties; or by delay authorized in writing by the Owner pending mediation; or by other causes Owner determines may reasonably justify delay, then, provided that Contractor has complied with its obligations hereunder, the Contract Time shall be extended by Change Order for a reasonable time as determined by Owner. The Contractor acknowledges and agrees that shortage of funds or inadequate capitalization on its own behalf, labor disputes involving its own forces, and industry-wide economic fluctuations impacting price, availability or delivery time or conditions shall not excuse its non-performance as a force majeure event or otherwise, and the Contractor shall bear all risk of monetary loss and delay. Should an event or occurrence affect the Contractor's ability to perform hereunder, the Contractor shall use its best efforts to eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances.

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Deleted: Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then

Deleted: such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents; provided, however, Contractor shall be entitled to additional compensation for delays in the progress of the Work only to the extent that the actual Substantial Completion date for the entire Project (including all phases) exceeds thirty (30) days beyond the contractual Substantial Completion date, as may be adjusted by Change Order. Furthermore, The Contractor's sole remedy for delays excusable under Section 8.3.1 is an extension of time as

provided herein, direct field personnel expenses, general conditions, and fee as allowed by the Contract Documents. The Contractor waives all home office overhead damages for delays and allocated portions of indirect or general overhead expenses incurred by it or anyone claiming through it, and all claims for lost productivity or inefficiency.

§ 8.3.4 (NOT USED)

§ 8.3.5 Contractor shall include in each subcontract the following language: "Subcontractor acknowledges that delays resulting from changes in the work, extreme 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 delays in its prices and agrees to bring no claims for money damages as a result of any delay or hindrance. 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 Contract Documents. If it is determined that Subcontractor has been delayed or hindered through no fault of its own, the time for performance hereunder will be extended and the extension of time will be Subcontractor's sole remedy for the delay. Under no circumstances will the Contractor or Owner be liable to the Subcontractor for damages resulting from any delays or hindrances."

§ 8.3.6 The Contractor shall not be entitled to costs for delay to any early completion date elected by the Contractor or those for whom it is responsible.

§ 8.3.7 If, in the opinion of the Owner, the Contractor falls behind the approved schedule, the Contractor shall take all steps necessary to improve its progress, including those that may be required by the Owner, without additional costs to the Owner. In these circumstances, the Owner may require the Contractor, at no additional cost to Owner, to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or "recovery" schedules in such detail and form as the Owner deems necessary to demonstrate how the approved rate of progress shall be regained.

§ 8.3.8 Requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Owner may require, including a revised critical path method construction schedule indicating the effect of the circumstances that form the basis for the claim. The Contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.

§ 8.4 The Contractor shall not be entitled to an adjustment of the Contract Sum or Contract Time on account of delays: (i) that it could have avoided or mitigated using its best professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by, or could have been reasonably anticipated by, the Contractor or those for whom it is responsible; (v) are of a duration of one day or less; or (vi) that could have been mitigated or avoided by the Contractor's timely notice to the Owner as required hereunder.

§ 8.5 The Owner may direct the Contractor to take such action, including adding, increasing or supplementing the workforce, the number of shifts, the days of work and/or overtime operations, as necessary to minimize threatened delays to Substantial Completion, and the Contractor shall adjust the schedule on account of such directives. The Contract Sum may be adjusted on account of such acceleration only to the extent that the acceleration is due to a delay that is excusable under Section 8.3.1.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

A schedule of values allocating the entire Contract Sum to the various portions of the Work is attached to and part of the Agreement. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

Deleted: Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a

Deleted: and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect,

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Timelines for progress payments shall be as set forth in the Agreement. In accordance with such timelines, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, including without limitation, copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Interest shall not accrue or be payable on retainage. The Contractor's Applications for Payment shall specifically indicate that all applicable taxes are included, and the Contractor shall require the same of its Subcontractors.

Deleted: At least ten days before the date established for each progress payment,

Deleted: values, if required under Section 9.2,

Deleted: if required,

Deleted: such as

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

Deleted: or by interim determinations of the Architect,

§ 9.3.1.2 (NOT USED)

§ 9.3.1.3 If requested by Owner, the Contractor shall provide lien waivers and releases for itself for the current payment application and for Subcontractors, Sub-subcontractors, and suppliers for the previous payment application before the Contractor has earned or has the right to receive any payment. All lien waivers and releases shall be provided in the form required by the Owner. This Paragraph shall not limit other obligations of the Contractor contained elsewhere to provide lien waivers and releases or other documents or data establishing payment or satisfaction of obligations.

Deleted: Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.4 Applications for Payment shall be submitted on AIA Documents G702 and G703 or other forms approved by Owner. The schedule of values shall be balanced and not contain any "front end loading." On each Certificate for Payment, the Contractor shall also certify that all bills and/or Subcontractors have been paid for which previous Certificates of Payment have been issued and upon which payment has been made; if partial payment has been made, then Contractor shall identify payments made to Subcontractors and suppliers. With the final Application for Payment, the Contractor shall furnish data and documents establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner as set forth in Section 9.10.2(5) below for all Work furnished by the Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons furnishing labor or materials for the Work, as a precondition to Final Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner in writing, payment may similarly be made for materials and equipment suitably stored off the site at a bonded location agreed upon in writing and subject to any other requirements established by Owner. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or to otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, and that the Contractor shall remain responsible for protection of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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§ 9.3.4 The Contractor's Applications for Payment shall be accompanied by:

- .1 A list of names and addresses of each person or entity that furnished labor, services, materials or equipment on behalf of the Contractor;
- .2 Partial releases and lien waivers, in a form approved by the Owner, from the Contractor, Subcontractors and Sub-subcontractors for all labor, services, materials and equipment furnished to the Project through the date covered such Application, conditioned on performance of the Work and receipt of payment, and excluding any permitted retainage and unresolved Claims submitted in accordance with the Contract Documents;
- .3 Applications for Payment and invoices from all persons or entities whose work is included in the Contractor's Application for Payment;
- .4 A construction schedule update;
- .5 Written warranties from Subcontractors, manufacturers and installers covering portions of the Work that have reached Substantial Completion; and
- .6 Such other data, accounts and receipts substantiating costs included in the Application for Payment as reasonably requested by the Owner.

§ 9.3.5 The Contractor's Applications for Payment shall be signed and notarized, which signature shall constitute a representation and warranty that:

- .1 the amounts sought are due and earned in accordance with the Contract Documents;
- .2 all applicable taxes are included in such Application for Payment;
- .3 the Work is progressing in accordance with the schedule and the Substantial Completion date established herein;
- .4 they shall use the amounts requested to discharge their financial obligations on account of labor, services, materials or equipment furnished to the Project and included in the Application for Payment;
- .5 they have discharged their financial obligations on account of labor, services, materials or equipment furnished to the Project for which the Owner has made payment;
- .6 to the best of their knowledge, there are no claims of liens, security interests or encumbrances in favor of persons or entities that provided services, labor, materials and/or equipment to the Project on their behalf; and
- .7 title to all Work covered by the application has passed to the Owner no later than the time of payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect recommends is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Notwithstanding the foregoing, the Owner has final determination as to whether to approve a Certificate of Payment and the amounts properly due.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and that the Architect recommends that the Owner release payment to the Contractor in the amount requested. The foregoing representations are subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment or payment on a Certificate of Payment will not be a representation that the Architect or Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Notwithstanding anything to the contrary in the Contract Documents, the Owner shall not be obligated to release payment to the Contractor until the Owner is satisfied that the Work has progressed to the point indicated in the Application for Payment, that the quality of the Work is in accordance with the Contract Documents and that withholding permitted under the Contract Documents is not required. Payment by the Owner of any Certificate for Payment shall not be deemed to waive any of the Owner's rights to later claim that the Work

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Deleted: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to

covered by a Certificate for Payment was not properly completed or not completed in accordance with the Contract Documents.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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§ 9.5.2 The Owner may apply any amounts withheld as the Owner may deem proper to satisfy or set off against Claims, secure its protection, complete the Work or compensate itself for losses suffered by reason of nonperformance or default and deduct such amounts from the Contract Sum by Change Order. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers for Work properly performed or material or equipment suitably delivered and such payment shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee unless expressly stated in a separate written agreement with such payee.

Deleted: If the Architect withholds certification for payment under Section 9.5.1.3, the

Deleted: to whom the Contractor failed to make payment

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§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall not be deemed in default by reason of withholding payment in accordance with the Contract Documents or while any default by Contractor or any Subcontractor remains uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

§ 9.6.7 ~~Payments~~ received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of ~~trust~~.

Deleted: Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments

Deleted: trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

~~§ 9.7.1 If, through no fault of the Contractor, the Owner does not pay the Contractor the amount properly due and owing within 30 days after the date payment is due pursuant to the Contract Documents, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.~~

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

~~§ 9.7.2 The Contractor is obligated to continue and complete all its Work and obligations under the Contract when Claims are pending or the Parties are in the process of dispute resolution. The Contractor shall not stop, suspend, or delay any portion of the Work, and will be responsible for all expenses, costs and fees arising from any such stop, suspension or delay.~~

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. ~~The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) all installations of the Work are complete; (ii) all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled; (iii) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; and (iv) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy and/or a certificate of completion for the Project.~~

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect ~~and the Owner~~ a comprehensive list of items to be completed or corrected prior to ~~Final Payment~~. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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~~§ 9.8.3 The Architect in consultation with the Owner, will determine whether the Work or designated portion thereof is substantially complete as defined in Section 9.8.1. The Architect shall supplement and annotate the Contractor's list of items to be completed or corrected prior to final payment as necessary prior to appending it to the Certificate of Substantial Completion. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.~~

Deleted: Upon receipt of the Contractor's list, the Architect will make an inspection to

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate

of Substantial Completion, for review and approval with the Owner. Such Certificate, when approved, shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Notwithstanding the foregoing, Contractor shall finish all such items on or before the date thirty (30) days after the date of Substantial Completion. If the Contractor fails to complete all such items within such time and is not diligently pursuing completion of such items, Owner shall, after providing Contractor with written notice, have the remaining Work completed by any means in the event Contractor has not completed such items within ten (10) days of such notice. Owner will deduct all expenditures to complete such items from the final payment due the Contractor and Contractor shall be liable for any excess costs incurred to complete such items. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, and upon completion of close out items related to such Work, if any, the Owner shall make payment of a portion of the retainage applying to such Work or designated portion thereof thereof in accordance with the terms of the Agreement. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2.

Deleted: Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner reasonable evidence of compliance with all requirements of the Contract Documents including without limitation, all notices, certificates, affidavits and other requirements to complete obligations under the Contract Documents, including but not limited to: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the

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period required by the Contract Documents; (4) consent of surety, if any, to Final Payment; (5) delivery of keys to the Owner with keying schedule (master, sub-master and special keys); (6) delivery to the Owner of all warranties, including without limitation, all manufacturer's warranties and certificates of inspections; (7) delivery to the Owner of written operating, servicing, maintenance and cleaning instructions for all Work, and attic stock, spare parts, parts lists and special tools for mechanical and electrical equipment, in approved form; (8) delivery to the Owner of specified Project record documents, including without limitation the documents described in Section 3.11; (9) delivery to the Owner of all final certificates for use and occupancy of the completed Project; (10) completion of all touch-up painting, delayed final finishes and punch list items; (11) delivery to the Owner of all other submissions required by the Contract Documents including without limitation, final construction schedule; (12) final cleanup, including touchup of marred surfaces; (13) other data establishing payment or satisfaction of obligations, such as receipts, final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (14) provide Owner formal training in all systems installed as part of the Project; and (15) acceptance of the Work by applicable local and state agencies and departments. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner and indemnify, defend and hold the Owner harmless for all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.2.1 As a precondition to receiving Final Payment, the Contractor shall deliver to the Owner a complete set of "as-built" Drawings, consisting of marked-up field plans showing final as-built field conditions, dimensions and conditions including, without limitation, those relating to the heating, air-conditioning and ventilation systems and the electrical, plumbing and life safety systems, recording the Work as actually performed to the extent that the information differs from or supplements original Contract Documents.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

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§ 9.10.4 The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

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- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of warranties required by the Contract Documents;
- .4 claims for latent defects or indemnity pursuant to the Contract Documents; or
- .5 otherwise preserved pursuant to Section 13.8 of these General Conditions.

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Deleted: special warranties required by the Contract Documents.

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

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall, to the exclusion of the Owner, exercise control over the Project site and shall be exclusively responsible for managing, superintending, directing and overseeing the conduct of persons and entities performing of the Work.

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

§ 10.1.2 The Contractor shall comply with all applicable laws and regulations. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else. The Contractor shall notify the Owner in writing of all bodily injury, property

damage, death, theft, or vandalism relating to the Project within one working day of such occurrence. Upon the request of the Owner, the Contractor shall provide the Owner with all safety programs for the Work or any portion of the Work.

§ 10.1.3 The Contractor shall provide all facilities and shall follow all procedures required by all safety-related laws, codes and regulations, including without limitation, the Occupational Safety and Health Act, including without limitation providing and posting all required posters and notices, and shall otherwise be responsible for complying with applicable safety laws.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall develop a safety program for the Owner's review which shall identify on-site safety and any other safety precautions which may be required during construction of the Work. The Contractor agrees that its responsibility for safety is non-delegable and acknowledges that the Owner's review of the Contractor's safety program does not relieve the Contractor of such responsibility. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall immediately notify the Owner of any injury to persons or property if damaged on site or related to the Work.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.3.1 When required by law or for the safety of the Work or adjoining property, the Contractor shall shore up, brace, underpin and protect foundations and other portions of existing structures which are in any way affected by the Work. The Contractor, before commencement of any part of the Work, shall give any notices required to be given to adjoining landowners or other parties.

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

Deleted: personnel.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, immediate written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time as promptly as practicable after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Contractor shall promptly report in writing to the Owner and Architect, within forty-eight (48) hours, all accidents arising out of or in connection with the Work that caused death, bodily injury or property damage, giving full details and statements of any witnesses. Such reports shall be made immediately by telephone or messenger to the Owner and Architect in the event of death, serious bodily injury or serious property damage.

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§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall take all reasonable precautions to avoid further contamination or the spread or disturbance of potentially hazardous substances or materials. As used in the Agreement and the General Conditions, "hazardous material" shall be defined as any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Project site, is either: (1) regulated or monitored by any governmental authority or (2) a basis for liability of the Owner to any governmental agency or third party under any applicable statute, code, ordinance, regulation, rule and/or common law theory.

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§ 10.3.2 Promptly after providing Owner with the Contractor's written notice, the Contractor shall provide Owner with a Change Order proposal for the Contractor to obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, the Contractor shall provide the Owner with a Change Order proposal for the work to be performed by Contractor to cause it to be rendered harmless. The Contractor shall furnish in writing to the Owner and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Owner and the Architect will promptly reply to the Contractor in writing stating whether or not either has reasonable objection to the persons or entities proposed by Contractor. If either the Owner or Architect has an objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and the Architect have no reasonable objection. When the material or substance has been determined to be or rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, if applicable, the Contract Time may be extended appropriately and the Contract Sum may be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, except to the extent Contractor contributed to the hazardous condition.

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

Deleted: Owner shall not be responsible under this Section 10.3 for materials or substances

Deleted: unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently or recklessly handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence, or (3) for damages caused by the Contractor's negligence in the handling of the hazardous materials, or due to the Contractor's causing the release of otherwise harmless hazardous materials, or for otherwise exacerbating a release of hazardous materials.

§ 10.3.5 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred, unless the Contractor knew or had reason to know that its activities, even if directed by Owner, violated applicable law.

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

§ 10.3.6 Prior to introducing any hazardous materials to the Project Site, the Contractor shall provide a material safety data sheet (MSDS), information about precautionary measures necessary to protect persons or property and an indication of the type of labeling system in use.

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

§ 10.3.7 In the event that during the performance of the Work the activities of the Contractor or any Subcontractor, or any person or entity for which the Contractor is responsible, causes the incursion of mold at the Project site, the Contractor shall be responsible for and bear the entire cost of mitigation of any mold to the satisfaction of the Owner.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7, except to the extent such emergency Work was attributable to any act, omission, or negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in which event no additional compensation or extension of time shall be paid or granted.

Deleted: 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

Deleted: Subcontractor

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Payment and termination of any coverage required to be maintained after Final Payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. All liability coverage shall be written on an occurrence basis only. The Contractor will make policies available upon the Owner's request. By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the party providing insurance. The insurance required herein shall not reduce or limit any party's obligation in connection with its performance on the Project.

Deleted: final payment

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§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance at least fifteen (15) days prior to expiration. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Certificates of insurance must state whether coverages are written on an occurrence or claims-made basis. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Failure of the Contractor to keep the Contractor's required insurance policies in force during the Work covered by this Agreement or any extensions thereof or extra or additional Work agreed to by the Contractor, shall constitute a material breach of this Agreement, entitling Owner, notwithstanding anything to the contrary contained herein, to immediately cancel and terminate this Agreement for cause.

Deleted: insurance.

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§ 11.1.4 The Contractor shall cause the commercial liability, excess/umbrella liability and automobile liability coverage required by the Contract Documents to include the Owner, its Program Manager, Owner's officers, employees, agents and representatives, and the Architect as additional insureds for claims arising out of the Work for: (1) the Contractor's operations; and (2) during the Contractor's completed operations period. The Contractor and/or its Subcontractors shall be solely responsible for any loss or damage to their respective tools, equipment or material, whether owned or leased that are not to become a part of the completed Project.

Deleted: (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The Contractor shall maintain umbrella/excess liability insurance in the amount required by the Contract Documents on an occurrence basis in excess of the underlying insurance otherwise required hereunder. The amounts of umbrella/excess liability insurance required may be satisfied by combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in the Contract Documents for umbrella/excess liability insurance.

§ 11.1.6 If the Contractor or any Subcontractor provides any professional design services that constitute the practice of architecture or engineering, the Contractor shall procure and maintain errors and omissions insurance for such professional services in an amount required by the Contract Documents on a claims made basis, and shall maintain such insurance for a period of eight (8) years following the date of Substantial Completion.

§ 11.1.7 The Contractor's insurance coverage shall be primary insurance as respects the Owner and Owner's officers, employees, agents and representatives. Any insurance or self-insurance maintained by the Owner and Owner's officers, employees, agents, representatives or volunteers shall be excess or contingent of the Contractor's insurance and shall not contribute with it.

§ 11.1.8 The Contractor shall cause all Subcontractors to provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner's acceptance. The Contractor shall ensure that Subcontractors and those for whom they are responsible have provided certificates of insurance in compliance with the Contract Documents prior to commencing activities on the Project site.

§ 11.1.9 The Owner shall not be responsible for any amounts paid by the Contractor or those for whom it is responsible on account of deductibles on their policies of insurance.

§ 11.1.10 All of the insurance policies required shall have the legal company name of the insurer providing coverage and contain the current rating of the insurer as provided by A.M. Best's Insurance Reports, which must be A or above. This obligation applies to coverage written on an occurrence as well as a claims-made basis.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Deleted: basis without optional deductibles.

Deleted: final payment

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. Nothing contained in the Contract Documents shall be construed to, nor is intended to, constitute any indemnification of the Contractor by the Owner for any loss, cost or damage arising out of any cause insured under this Paragraph.

Deleted: falsework, testing and startup,

Deleted: requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles except to the extent loss is caused by the negligent act or omission of the Contractor.

Deleted: not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall not cover portions of the Work stored off the site or portions of the Work in transit and Contractor shall be responsible for insuring such portions of the Work stored off the site or portions of the Work in transit.

Deleted: site, and also

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

To the extent deemed necessary by the Owner, The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work with the Owner as the named insured and the Contractor, Subcontractor, and Sub-subcontractors as the named loss payees. Testing and start-up, other than electrical insulation breakdown test or hydrostatic, pneumatic or gas pressure tests, are included under this insurance.

Deleted: the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after Final Payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the

Deleted: final payment

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by insurance, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Deleted: subcontractors, sub-subcontractors,

Deleted: property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work,

Deleted: subcontractors, sub-subcontractors,

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

Deleted: required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If

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

Deleted: If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor, and at Owner's election, any Subcontractor, shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Any such bonds shall be in an amount equal to the cost of the contract awarded, listing Owner as a dual obligee in the case of Subcontractors, an in a form acceptable to the Owner. The required bonds shall be provided by a surety company or companies acceptable to the Owner, authorized to transact such business in the State of Connecticut.

Deleted: Owner shall have the right to require the Contractor to

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

§ 11.5 PROFESSIONAL LIABILITY INSURANCE

§ 11.5.1 (NOT USED)

§ 11.5.2 (NOT USED)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

Deleted: Architect,

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

Deleted: Architect

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall ensure that all Work is being performed in accordance with the requirements of the Contract Documents. The Contractor shall reject Work which does not conform to the requirements of the Contract Documents. The Contractor shall promptly correct, repair, replace or re-execute Work, whether or not rejected by the Architect or Owner, that is defective or fails to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall correct such defects and any condition resulting therefrom reasonably promptly, or sooner if such condition threatens the safety of the occupants of the Project. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

Deleted: promptly correct Work rejected by the Architect or failing

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 Contractor covenants and agrees that it will, upon notice from Owner, immediately repair, replace, restore, correct and cure at Contractor's expense, all defects, deficiencies, errors and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the date of Substantial Completion of the Project; provided, however, that: (i) this warranty and guarantee on the part of Contractor, and Contractor's obligation to correct defective, deficient or non-conforming Work as hereinbefore provided, shall remain and continue in full force and effect as to those components of the Project specified in the Contract Documents for the extended periods specified in the Contract Documents, likewise commencing on the date of Substantial Completion unless otherwise indicated in the Contract Documents; and (ii) with respect to any incomplete or defective item of Work completed or corrected by Contractor after Final Completion of the Project (i.e., punchlist work) this warranty and guarantee shall commence when such incomplete or defective item of Work is satisfactorily completed or corrected by Contractor in each instance. Contractor shall pay for and, if requested, repair, replace, restore, correct and cure any damage or injury, whenever the same shall occur or appear during the applicable warranty period, resulting from any defects, omissions or failures in workmanship and materials. The foregoing guarantee and warranty shall not shorten any longer warranty period or longer period of Contractor's liability provided for by law or in the Plans, Drawings or Specifications or in any other Contract Document or otherwise received from Contractor or any supplier or Subcontractor or Contractor or from any manufacturer, nor supersede the terms of any special warranty given by Contractor, imposed by law or required by the Contract Documents, but shall be in addition thereto.

Deleted: In addition to the Contractor's obligations under Section 3.5, if, within one year after

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

Deleted: one-year

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to Section 12.2, the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence.

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

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the warranty and guarantee set forth in this Paragraph shall not affect, limit or impair Owner's right against Contractor and its surety with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the

exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within one (1) year after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner.

§ 12.2.4 Notwithstanding anything to the contrary contained herein, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required under this Paragraph from time to time (whether punch list or warranty work), Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective work to be done by others and recover the costs thereof, together with damages and reasonable attorneys' fees, from Contractor and its surety, in addition to all other rights and remedies available to Owner against Contractor and his surety hereunder and at law and in equity for such default by Contractor.

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Connecticut.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in this Agreement. All such assignments by the Contractor are void. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

Deleted: place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2.2 (NOT USED)

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person, by overnight courier or by certified mail, return receipt requested, to the Contractor's Designated Representative set forth in the Agreement, or in the case of the Owner, to the Owner's Project Manager set forth in the Agreement.

Deleted: Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party

Deleted: that party

§ 13.4 RIGHTS AND REMEDIES

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

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

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

Deleted: person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.5 TESTS AND INSPECTIONS

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

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written

authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and the Owner of when and where tests and inspections are to be made so that the Architect and the Owner or Owner's Program Manager may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in the Agreement.

Deleted: such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

Deleted: law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 NO WAIVER OR APPROVAL

§ 13.8.1 No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing. Neither the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use of occupancy of the Work, or any part thereof, the making of Final Payment, or any other action or inaction, on the part of the Owner or Architect shall constitute a waiver of claims by the Owner or an acceptance of any Work which is not in accordance with the Contract Documents either by the activities or duties of the representation of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

§ 13.10 SEVERABILITY

§ 13.10.1 The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word, or other provision of these General Conditions and any exhibits or documents attached thereto shall not affect the remaining portions thereof.

§ 13.11 CONSTRUCTION FINANCING

The Contractor agrees to subordinate, and shall cause Subcontractors and suppliers of all tiers to subordinate, all of their rights and interests in the Project and the Owner's real and personal property to any those of any entity providing construction financing, and agrees to execute any document required by such entities to evidence such subordination. The Contractor shall provide such information and documentation as may be reasonably required by entities providing construction financing from time to time in connection with the loan and disbursements made thereunder.

§ 13.12 CONFIDENTIALITY

All information communicated or disclosed by the Owner in connection with the Project shall be deemed confidential and shall not be communicated or disclosed to any third party without the Owner's prior written authorization. The Contractor shall obtain a similar agreement with Subcontractors, suppliers and others employed by the Contractor. The Owner reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the completion or earlier termination of the Contract. Excluded from this confidentiality

provision is information required to be disclosed in the performance of the Work hereunder, publicly available information not caused by the disclosure of confidential information by a receiving party, information obtained from third parties not known to have an obligation of confidentiality or developed independently, and as required by law.

§ 13.13 USE OF OWNER'S NAME

The Contractor shall not use (a) the name, image or reference to the Project, (b) the Owner's name or image, (c) the name or image of any employee of the Owner, or (d) any logo or symbol of the Owner, in any manner, including in any sales, promotional, advertising or other publication (including client lists and websites), without the prior, written consent of the Owner in each instance, which may be conditioned in the Owner's sole discretion.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped for more than 180 consecutive days;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped for more than 180 consecutive days; or
3. Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, after notice has been provided pursuant to Section 9.7.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, including reasonable overhead and profit on Work properly executed, said costs being the limit of the Owner's liability.

§ 14.1.4 (NOT USED)

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors pursuant to its obligations under this Agreement, after payment by Owner, for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. otherwise is guilty of substantial breach of a provision of the Contract Documents;
5. breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
6. is declared bankrupt, has a petition in bankruptcy filed against it, or if the Contractor files for bankruptcy protection; or
7. causes or threatens to cause or create labor unrest, dispute, picketing, slowdowns, work stoppage, strike or disharmony.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

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

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Deleted: the Architect has not issued a Certificate for Payment and has not notified the Contractor of

Deleted: reason for withholding certification as provided in Section 9.4.1, or because the

Deleted: Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

Deleted: or 14.1.2

Deleted: executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

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Deleted: the Contract Documents.

Deleted: Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,

Deleted: may, subject to any prior rights of the surety;

Deleted: thereon owned by the Contractor;

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, or if the Owner terminates some or all of the Contractor's services for cause, then payment shall be withheld until the Owner's damages arising out of the cause for Contractor's termination are certain.

Deleted: the Contractor shall not be entitled to receive further payment until the Work is finished.

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

Deleted: § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.¹

§ 14.2.5 In the event that a termination by the Owner for cause is ultimately deemed wrongful by a trier of fact, such termination shall conclusively be deemed to be a termination for convenience by Owner under Section 14.4 of this Agreement, and the Contractor's sole rights and remedies against the Owner shall be as set forth in Section 14.4.3.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for actual increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1 by Change Order. No adjustment shall be made to the extent:

Deleted: 14.3.1. Adjustment of the Contract Sum shall include profit.

Deleted: extent

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Under such circumstances, this Agreement shall terminate on the date set forth in the notice from the Owner. The Contractor agrees to immediately prepare to cease performing all services on the date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the Owner under this Contract as of the date of termination. To the extent that the Owner elects (and Contractor hereby grants to the Owner the right to elect to do so in connection with termination of this Contract) to take legal assignment of subcontracts or purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Section and otherwise under this Contract, at the Owner's sole cost and expense, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts or purchase orders and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. Otherwise, Contractor shall terminate such subcontracts and purchase orders as of the Contract termination date or as soon as possible thereafter. In the event a termination by the Owner for cause is not in accordance with the terms of the contract documents or otherwise determined improper, it shall be deemed a termination for convenience under this Section.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

Deleted: shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, as directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders or assign them to Owner.

Deleted: orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for the Cost of the Work properly executed, and the Contractor's Fee computed upon the Cost of the Work completed through the date of the termination at the rate set forth in the Agreement or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion, however the Contractor and any party claiming through or under the Contractor shall not be entitled to any overhead or profit on the

Deleted: Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Work not so executed. The Contractor's right to cost of the work completed and fee through the date of termination shall be the Contractor's sole and exclusive remedy in the event of termination by Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner and must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. If the Contractor fails to make a claim within the specified time, it hereby acknowledges that its failure to do so greatly prejudices the Owner and the claim will be deemed waived. Upon receipt from the Contractor of a written notice of claim as provided in Paragraph 15.1.1, the Owner shall review such claim and if the Owner determines that any Work in dispute should proceed, Owner shall issue to the Contractor a written order to proceed in which Owner shall approve or deny the Contractor's claim, in whole or in part, or shall instruct the Contractor to proceed with the work subject to a later determination by the Owner of the Contractor's right to extra payment.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

To the extent that the Owner, when issuing the written order to proceed described in Section 15.1.2 approves Contractor's claim, the Contract Sum shall be subsequently adjusted, as provided in Section 7.2. If the Owner, when issuing a written order to proceed, denies, in whole or in part, Contractor's claim, the Contractor shall have the right to separately pursue all remedies available under the Contract Documents, but Contractor shall nonetheless proceed with the Work without delay, in any case and Owner shall continue to make payments in accordance with and subject to the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. In the case of a continuing delay, the Contractor shall file with the Owner written reports on the delay identifying the continuing cause of the delay no less than once a week during the duration of the delay.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were unusually severe for the period of time, could not have been reasonably anticipated and had an adverse effect on the critical path of the scheduled construction.

§ 15.1.5.3 Any change request seeking an extension of the Contract Time shall contain:

1. a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the construction schedule;
2. the construction schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;
3. a schedule analysis of the impact of the delay on the critical path in the construction schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
4. such other supporting data that the Owner may reasonably request.

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Deleted: other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party

Deleted: claimant

Deleted: Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the

Deleted: the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

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CLAIMS FOR CONSEQUENTIAL DAMAGES¶

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

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

¶ This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.¶

§ 15.2 INITIAL DECISION¶

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.¶

¶ § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to ... [1]

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.2 shall be subject to mediation as a condition precedent to binding dispute resolution.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or other mutually acceptable dispute resolution administrator in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Deleted: in accordance with its

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

§ 15.4 ARBITRATION

§ 15.4.1 The Owner may, at its sole option, elect arbitration as the method for binding dispute resolution in the Agreement, for any Claim subject to, but not resolved by, mediation. Unless the parties mutually agree otherwise, any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The venue for any such arbitration shall be the City of Middletown, Connecticut.

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Deleted: mediation shall be subject to arbitration which, unless

Deleted: A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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§ 15.4.1.1 If the Owner consents to arbitration, a demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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§ 15.4.4.2 The Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

Deleted: Either party,

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

§ 15.5 LITIGATION

§ 15.5.1 All Claims, disputes and other matters in controversy between the parties that the Owner does not consent to arbitrate shall be resolved by litigation. The venue for such litigation shall be the Middlesex Superior Court at Middletown.

§ 15.5.2 The Owner and Contractor both waive their rights to a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with the Contract Documents, or any of their provisions. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING, HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY THEIR LEGAL COUNSEL, AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

§ 16 LIMITATION OF LIABILITY

The Owner shall be liable only to the extent of its interest in the Project; and no representative, officer, director, partner, agent or employee of the Owner (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to the Contract Documents or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

§ 17 EQUAL OPPORTUNITY

§ 17.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

- .1 The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- .2 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- .3 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- .4 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Town's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- .5 In the event of the Contractor's noncompliance with the clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
- .6 The Contractor will include the provisions of (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the Town's Department of Housing and Community Development

may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Town's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- .7 Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance.

§ 17.2 By execution of the Agreement, the Contractor is deemed to have certified compliance with all applicable provisions of executive orders 11246, 11375, and 41CFR Parts 60-1.4, 60-250.4 relevant to Equal Employment Opportunity.

§ 18 INSPECTION AND AUDIT

§ 18.1 The Owner shall have the right to access and audit all the Contractor's records and documents relating to the Project. Such Records subject to audit shall include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Contract Documents. In those situations where the Contractor's Records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Contractor agrees to provide the Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

§ 18.2 The Owner or its designee shall be entitled to audit all of the Contractor's Records for a period of three (3) years after final payment or longer if required by law.

§ 18.3 If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, in addition to repayment or credit for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to the Contractor.

§ 19 BUSINESS ETHICS

§ 19.1 During the course of pursuing contracts with the Owner and while performing contract work in accordance with the Contract Documents, the Contractor agrees to maintain business ethics standards which are aimed at avoiding any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the Owner.

§ 19.2 The Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, etc. in their dealings and relations with the Owner's current and former employees and their relatives. For example, the Contractor employees, agents or subcontractors should not make or provide to be made any substantial gifts, extravagant entertainment, payments, loans, or other considerations to the Owner's representatives, employees or their relatives.

§ 19.3 The Contractor agrees to notify the Owner within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.

EXHIBIT C

**CERTIFICATES OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2017

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 Wentworth-Deangelis 74 Batterson Park Road Farmington CT 06032		CONTACT NAME: PHONE (A/C No. Ext): (860) 676-3073 FAX (A/C No.): (860) 676-2217 E-MAIL ADDRESS:	
INSURED Amenta/Emma Architects, PC 242 Trumbull St. Fl.201 Hartford, CT. 06103		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins. Co. LTD 11000 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	02 SBA 105731	09/01/2016	09/01/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Gen. Liab.						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Employment Practices \$ 10,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X	X	02UECRO5356	09/01/2016	09/01/2017	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Underinsured						Underinsured Motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB			02SBAIO5731	09/01/2016	09/01/2017	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	02WECLB5022	09/01/2016	09/01/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of East Hampton, the Town's OPM, C&E Enterprise, LLC, and their officers, directors, employees and agents are additional insured on the CGL and auto policies. Insurance is primary and non-contributory. Waiver of Subrogation applies to the CGL and Auto policies. Workers Compensation Waiver of Subrogation applies in favor of the certificate holder per the Waiver of Our Right to Recover from the Others Endorsement WC000313 attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

Town of East Hampton 20 E. Hill St. East Hampton, CT. 06424	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 WenWentworth/KATHY <i>Kathy Wentworth</i>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 02 WEC LB5022

Endorsement Number: 04

Effective Date: 05/24/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AMENTA/EMMA ARCHITECTS, PC

242 TRUMBULL ST STE 201
HARTFORD, CT 06103

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

TOWN OF EAST HAMPTON
20 EAST HILL ST
EAST HAMPTON CT 06424

Countersigned by

Kathleen C. Wentworth
Authorized Representative



AMENARC-01

SHURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/17

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 have ADDITIONAL INSURED provisions or 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 Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Suellyn Hurley	
	PHONE (A/C, No, Ext): (860) 430-3308	FAX (A/C, No):
	E-MAIL ADDRESS: shurley@smithbrothersusa.com	
INSURED Amenta/Emma Architects P.C. 242 Trumbull Street, Suite 201 Hartford, CT 06103	INSURER(S) AFFORDING COVERAGE	
	INSURER A : XL Specialty Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 37885	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liab.		X	DPR9906878	09/07/2016	09/07/2017	Each Claim 5,000,000
A	RETRO: 07/11/1985		X	DPR9906878	09/07/2016	09/07/2017	Annual Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Waiver of subrogation applies to the professional liability policy as required by contract.

CERTIFICATE HOLDER

CANCELLATION

The Town of East Hampton 20 East High Street East Hampton, CT 06424	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 <i>Kimberly S. Connolly</i>

XL SPECIALTY INSURANCE COMPANY

(A Stock Insurance Company Hereinafter the "Company")

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY –
ARCHITECTS, CONSULTANTS AND ENGINEERS**

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3 OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 5 of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

A. Coverage A – Professional Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the Retroactive Date(s) stated in Item 6 of the Declarations; and
3. Prior to the Anniversary Date stated in Item 7 of the Declarations, none of the INSURED's directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

B. Coverage B – Contractors Pollution Legal Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed subsequent to the Retroactive Date(s) stated in Item 6 of the Declarations; and
3. Prior to the Anniversary Date stated in Item 7 of the Declarations, none of the INSURED's directors, officers, principals, partners or insurance managers knew or should have known that such POLLUTION CONDITIONS might give rise to a CLAIM(S).

C. Coverage C – Network Security Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a NETWORK SECURITY COMPROMISE that either:
 - a. Causes a NETWORK BREACH; or
 - b. Prevents a third party that is authorized to do so from gaining access to a COMPUTER SYSTEM;
2. The NETWORK SECURITY COMPROMISE was committed or alleged to have been committed on or after the Retroactive Date(s) stated in Item 6 of the Declarations; and
3. Prior to the Anniversary Date stated in Item 7 of the Declarations, none of the INSURED's directors, officers, principals, partners or insurance managers knew or should have known that such NETWORK SECURITY COMPROMISE might give rise to a CLAIM(S).

II. SUPPLEMENTARY PAYMENTS

All payments made under this section are not subject to the Deductible and are in addition to the Policy Limits of Liability.

A. Defendant Reimbursement

The Company shall reimburse the INSURED, upon written request, for actual loss of earnings and reasonable expenses incurred for the INSURED's attendance at any mediation or arbitration proceedings, hearings, depositions and trials relative to the defense of a CLAIM(S). The Company shall pay up to \$300 per day in the aggregate for all INSURED'S, subject to a maximum of \$15,000 for all CLAIMS made against the INSURED and reported to the Company during each POLICY YEAR.

B. Loss Prevention Assistance

If the INSURED reports a CIRCUMSTANCE during a POLICY YEAR in accordance with Section IX, NOTICE, Paragraph C, any costs or expenses the Company incurs as a result of investigating or monitoring such CIRCUMSTANCE will be paid for by the Company until such time a CLAIM(S) arising out of the reported CIRCUMSTANCE is made against the INSURED. The decision to incur any costs or expenses to monitor or investigate a CIRCUMSTANCE shall be at the sole discretion of the Company.

C. Disciplinary, Regulatory or Administrative Expense Reimbursement

The Company shall reimburse the INSURED, upon written request, for reasonable legal fees and expenses incurred by the INSURED in responding to any disciplinary, regulatory or administrative action commenced directly against the INSURED and reported to the Company, in writing, during a POLICY YEAR, provided that the action arises out of a WRONGFUL ACT committed or alleged to have been committed on or after the Retroactive Date(s) stated in Item 6 of the Declarations. The maximum the Company will pay pursuant to this Supplementary Payment provision is \$30,000 for all such actions commenced against the INSURED and reported to the Company during each POLICY YEAR. The Company will not pay any other amounts under this provision for such actions, including but not limited to DAMAGES, fines, taxes and penalties.

III. DEFINITIONS

- A. BODILY INJURY** means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom.
- B. CIRCUMSTANCE** means an event or occurrence from which the INSURED reasonably expects that a CLAIM(S) could be made.
- C. CLAIM** means a demand received by the INSURED for money or services and that alleges one or more of the following:
1. A WRONGFUL ACT arising from the performance of PROFESSIONAL SERVICES;
 2. POLLUTION CONDITIONS arising from the performance of CONTRACTING SERVICES; or
 3. A NETWORK SECURITY COMPROMISE.

A demand can take the form of, but is not limited to, lawsuits, petitions, arbitration demands, mediation requests or other alternative dispute resolution requests served on the INSURED.

One or more CLAIMS arising out of the same or related WRONGFUL ACT(S), POLLUTION CONDITIONS or NETWORK SECURITY COMPROMISE(S) will be treated as a single CLAIM, regardless of when the earliest CLAIM was first made against an INSURED. This Policy will respond only if the earliest CLAIM arising from such WRONGFUL ACT(S), POLLUTION CONDITIONS or NETWORK SECURITY COMPROMISE(S) is first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR.

D. CLAIM EXPENSES means:

1. Legal fees and expenses incurred by the Company for the investigation, defense and appeal of a CLAIM(S) by attorney(s) retained by the Company; or
2. All other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such CLAIM(S) by the Company, or by the INSURED with the prior, written consent of the Company.

CLAIM EXPENSES does not include salaries of, charges of, or expenses incurred by regular employees or officials of the Company, or fees and expenses of supervisory counsel or independent adjusters retained by the Company. In addition, the time and expense incurred by the INSURED in resolving a CLAIM(S), including but not limited to the costs of the INSURED's in-house counsel, are not CLAIM EXPENSES.

- E. CLEANUP COSTS** means costs, charges and expenses incurred in the investigation, removal or neutralization of POLLUTION CONDITIONS, provided that such POLLUTION CONDITIONS arise out of the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by or on behalf of the INSURED.
- F. COMPUTER SYSTEM** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data-storage devices, input and output devices and back-up facilities operated by and either owned by or leased to the INSURED by written agreement for such purposes.
- G. CONTRACTING SERVICES** means the performance of construction or remediation activities, or those activities specifically defined by endorsement to this Policy.
- H. CONTRACTUAL RISK MANAGEMENT PRACTICES** means that the INSURED entered into a written agreement to provide PROFESSIONAL SERVICES that was signed and dated by all parties to the agreement prior to the date of any CLAIM(S) or CIRCUMSTANCE(S) arising out of the INSURED's performance of the PROFESSIONAL SERVICES, and that satisfied at least three (3) of the following conditions:
1. The written agreement contains a Limitation of Liability provision that limits the INSURED's liability for DAMAGES and/or CLAIM EXPENSES to less than \$500,000 or the amount remaining of the POLICY YEAR Aggregate Limit of Liability, whichever is less;
 2. The written agreement contains a waiver of the INSURED's liability for consequential damages;
 3. The written agreement contains a dispute resolution provision that requires any disputes between the parties to the agreement be submitted to mediation as the first method for resolution;
 4. The INSURED can document that either:
 - a. It entered into a fully executed and dated written agreement with each of its subconsultants prior to the subconsultant's performance of professional services; or
 - b. Its subconsultants had both Professional Liability and General Liability coverage in effect prior to the subconsultant's performance of professional services.

- I. **DAMAGES** means a monetary judgment, award or settlement of compensatory damages, including associated pre-judgment and/or post-judgment interest. DAMAGES includes CLEAN-UP COSTS and, where allowable by law, DAMAGES also includes punitive, exemplary or multiplied damages.

DAMAGES does not include fines, taxes, statutory or administrative penalties, injunctive or equitable relief, the return or reduction of fees, or charges for services rendered or expenses incurred by the INSURED for redesign, changes, additions or remedies necessitated by a CLAIM(S). The time and expense incurred by the INSURED in resolving a CLAIM(S) are not DAMAGES.

However, DAMAGES does include fines, taxes and penalties assessed against a third party for which the INSURED is legally liable.

- J. **DATA BREACH** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a COMPUTER SYSTEM. DATA BREACH does not include the unauthorized taking, acquisition, obtaining, use or disclosure of PERSONALLY IDENTIFIABLE INFORMATION.

- K. **INSURED** means the NAMED INSURED, any PREDECESSOR FIRM and:

1. A current, former or retired partner, principal, director, officer or employee of a NAMED INSURED or PREDECESSOR FIRM, including any individual working temporarily on behalf of and under the direct supervision and control of the NAMED INSURED, but only for PROFESSIONAL SERVICES, CONTRACTING SERVICES or managing the security of a COMPUTER SYSTEM within the scope of their duties for the NAMED INSURED or PREDECESSOR FIRM;
2. Estates, heirs, legal representative and assigns of any deceased individual described in Paragraph K, Sub-paragraph 1, above, but only to the extent of the deceased individual's rights and duties under this Policy. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES, CONTRACTING SERVICES or managing the security of a COMPUTER SYSTEM by an INSURED's estate, heir, legal representative or assign;
3. Spouses and legally recognized domestic partners of an INSURED, but solely for a CLAIM(S) arising out of their status as such, and seeking an award of damages from marital community property, jointly held property or property transferred from an INSURED to the spouse or legally recognized domestic partner. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES, CONTRACTING SERVICES or managing the security of a COMPUTER SYSTEM by an INSURED's spouse or legally recognized domestic partner;
4. With respect to Coverage A – Professional Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED's legal liability for the performance of PROFESSIONAL SERVICES by the respective legal entity or joint venture. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;
5. With respect to Coverage B – Contractors Pollution Legal Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED's legal liability for its performance of CONTRACTING SERVICES. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;

6. With respect to Coverage B – Contractors Pollution Legal Liability, any person or organization that the NAMED INSURED is required in a written agreement to include as an INSURED under this Policy, but solely to extent that the INSURED's liability arises out of CONTRACTING SERVICES rendered by or on behalf of the NAMED INSURED; and
 7. Any entity that the NAMED INSURED newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the NAMED INSURED maintains ownership or majority interest, provided there is no other similar insurance available to that entity; however:
 - a. Coverage under this provision is afforded only until the ninetieth (90th) day after the NAMED INSURED acquires or forms the entity or the end of the Policy Period, whichever is earlier;
 - b. Coverage A does not apply to PROFESSIONAL SERVICES rendered or that should have been rendered before the NAMED INSURED acquired or formed the entity;
 - c. Coverage B does not apply to any POLLUTION CONDITIONS that occurred before the NAMED INSURED acquired or formed the entity; and
 - d. Coverage C does not apply to any NETWORK SECURITY COMPROMISE(S) that occurred before the NAMED INSURED acquired or formed the entity.
- L. **MALICIOUS CODE** means any unauthorized, corrupting or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- M. **MEDIATION** means the non-binding process in which a qualified, professional mediator, mutually agreed upon by the parties to a CLAIM(S) and with the prior consent of the Company, intercedes to help the parties reach an agreement to resolve the CLAIM(S).
- N. **NAMED INSURED** means the individual, partnership, trust, corporation or other entity stated in Item 1 of the Declarations.
- O. **NETWORK BREACH** means:
1. The alleged or actual UNAUTHORIZED ACCESS to a COMPUTER SYSTEM that results in:
 - a. The destruction, deletion or corruption of electronic data on a COMPUTER SYSTEM;
 - b. A DATA BREACH from a COMPUTER SYSTEM,
 - c. Denial of service attacks against Internet sites or computers; or
 - d. PERSONAL INJURY;
- or
2. Transmission of MALICIOUS CODE from a COMPUTER SYSTEM to third-party computers.
- A series of continuing NETWORK BREACHES or related, repeated or similar NETWORK BREACHES shall be considered a single NETWORK BREACH and be deemed to have occurred at the time of the first such NETWORK BREACH.
- P. **NETWORK SECURITY COMPROMISE** means an actual or alleged negligent act, error or omission by the INSURED in managing the security of a COMPUTER SYSTEM.

- Q. PERSONAL INJURY** means injury arising out of false arrest, detention or imprisonment; wrongful entry, eviction or other invasion of a right of occupancy; any libel, slander, utterance, electronic distribution or other publication in violation of a right of privacy; malicious prosecution; or the unintentional infringement of copyright or patent.
- R. PERSONALLY IDENTIFIABLE INFORMATION** means an individual's name in combination with one or more of the following:
1. Information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and regulations issued pursuant to that Act;
 2. Medical or healthcare information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to that Act;
 3. The Individual's Social Security number, driver's license or state identification number, credit, debit or other financial account numbers, and security codes, access codes, passwords or personal identification numbers that allow access to the individual's personal account information; or
 4. Other non-public, personal information about the individual that is protected under any local, state, federal or foreign statute or regulation.

However, PERSONALLY IDENTIFIABLE INFORMATION does not include any information that is lawfully available to the public, including information available from any local, state, federal or foreign governmental entity or body.

- S. POLICY PERIOD** means the period from the Effective Date of this Policy to the Expiration Date as stated in Item 2 of the Declarations or its earlier termination date, if any. POLICY PERIOD does not include the Automatic Extended Reporting Period. If the length of the POLICY PERIOD is the same as the POLICY YEAR, the terms POLICY PERIOD and POLICY YEAR are used interchangeably herein.
- T. POLICY YEAR** means each consecutive twelve (12) months of the POLICY PERIOD beginning on the Effective Date shown in Item 2 of the Declarations. However, if a POLICY YEAR within a POLICY PERIOD is modified by an endorsement, then that modified year will be deemed a POLICY YEAR for the purpose of determining the Aggregate Limit of Liability and any Aggregate Deductible.
- U. POLLUTION CONDITIONS** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
- V. PREDECESSOR FIRM** means any firm that has been dissolved or has ceased to perform PROFESSIONAL SERVICES and CONTRACTING SERVICES prior to the Effective Date of this Policy as shown in the Declarations, and in which the NAMED INSURED acquired more than fifty percent (50%) of that firm's remaining assets and liabilities.

W. PROFESSIONAL SERVICES means those services performed for others in the practice of architecture, engineering, land surveying, landscape architecture, interior design, construction management and environmental consulting, including:

1. The performance of studies, surveys, assessments, evaluations, consultations, inspections, observations, scheduling, sequencing or training;
2. The preparation of reports, opinions, recommendations, permit applications, maps, drawings, designs, specifications (including the use of Building Information Modeling or other computer-assisted design technology to prepare such maps, drawings, designs and specifications), manuals, instructions, change orders or computer programs for designed systems;
3. Construction management, quality control, monitoring, testing or sampling necessary to perform any of the services listed above;
4. The supplying of furnishings as a part of interior design services; and
5. Any services as specifically defined by endorsement to this Policy.

X. PROPERTY DAMAGE means:

1. Physical injury to or destruction of tangible property including the resulting loss of use thereof; or
2. Loss of use of tangible property that has not been physically injured or destroyed.

Y. UNAUTHORIZED ACCESS means the use of or access to a COMPUTER SYSTEM by a person unauthorized by the INSURED to do so, or the authorized use of or access to a COMPUTER SYSTEM in a manner not authorized by the INSURED.

Z. WRONGFUL ACT means an actual or alleged negligent act, error or omission in the performance of PROFESSIONAL SERVICES by an INSURED or any person or entity for whom the INSURED is legally liable. WRONGFUL ACT includes PERSONAL INJURY arising out of the negligent performance of PROFESSIONAL SERVICES.

However, a WRONGFUL ACT arising from any dishonest, fraudulent, malicious or criminal conduct committed by the INSURED, at the INSURED's direction or with the INSURED's prior knowledge is not covered under this Policy.

IV. TERRITORY

This Policy applies to any CLAIM(S) made against the INSURED anywhere in the world.

However, this Policy shall not apply to any projects or services that would be in violation of the laws of the United States including but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g. the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control).

V. EXCLUSIONS

A. This Policy does not apply to:

1. **Intentional DAMAGES and Dishonest Acts**

That part of any CLAIM(S) based upon or arising out of any dishonest, intentional, fraudulent, malicious, willful or knowingly wrongful act, error or omission.

This exclusion shall not apply to any INSURED who did not personally commit, personally participate in committing, personally acquiesce in, or remain passive after such INSURED knew or should have known of any such dishonest, intentional, fraudulent, malicious, willful or knowingly wrongful acts, errors, or omissions. Furthermore, this exclusion shall not apply to any CLAIM(S) based upon or arising from the INSURED's unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information during the performance of covered PROFESSIONAL SERVICES or CONTRACTING SERVICES.

2. **Ownership Interest**

That part of any CLAIM(S) against an INSURED by:

- a. An entity in which the INSURED maintains a cumulative ownership interest of fifty percent (50%) or greater;
- b. An entity that maintains any ownership interest in that INSURED; or
- c. An entity that is owned by the parent company of both that INSURED and that entity.

This exclusion does not apply to any CLAIM(S) made by such entities against the INSURED based solely on that entity's vicarious or imputed liability resulting from the INSURED's performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES, or from a NETWORK SECURITY COMPROMISE committed or alleged to have been committed by the INSURED.

3. **INSURED versus INSURED**

Any CLAIM(S) made by any INSURED against any other INSURED.

4. **Contractual Liability**

That part of any CLAIM(S) based upon or arising from liability of the INSURED assumed under any contract or agreement.

This exclusion does not apply to liability for DAMAGES arising from a WRONGFUL ACT(S), POLLUTION CONDITIONS or a NETWORK SECURITY COMPROMISE(S) for which the INSURED would have been liable for in the absence of such contract or agreement.

5. **Products Liability**

That part of any CLAIM(S) based upon or arising out of the sale or distribution of any product developed by the INSURED or by others under license or trade name from the INSURED for multiple sale or mass distribution, including but not limited to computer programs and software.

This exclusion does not apply to software designed or modified for an individual client of the INSURED in connection with the INSURED's rendering of PROFESSIONAL SERVICES for that individual client.

6. Construction

That part of any CLAIM(S) that arises from actual construction performed by the INSURED, its agent or its subcontractor, including but not limited to performing construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation or supplying any materials, parts or equipment, except for supplying furnishings as a part of interior design services.

This exclusion does not apply to drilling, excavation or other sampling or testing procedures necessary to perform the INSURED's PROFESSIONAL SERVICES. Furthermore, this exclusion does not apply to Coverage B – Contractors Pollution Legal Liability.

7. Nuclear Hazard

That part of any CLAIM(S) based upon or arising out of the actual, alleged or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear incident or extraordinary nuclear occurrence, as defined in the Atomic Energy Act of 1954 or as amended.

8. Employer Liability

That part of any CLAIM(S) that is related to the INSURED's employment obligations, decisions, practices or policies as an employer, including but not limited to any CLAIM(S) based upon or arising out of actual or alleged unlawful discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion or disability by the INSURED against the INSURED's personnel or employment applicants, or based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

9. Asbestos Liability

That part of any CLAIM(S) based upon or arising out of the INSURED's specification of any asbestos-containing materials or products, in any form.

This exclusion does not apply to the payment of any CLAIM EXPENSES for any CLAIM(S) based upon or arising out of the INSURED's specification of any asbestos-containing materials or products.

10. Property Liability

That part of any CLAIM(S) based upon or arising out of the INSURED's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or tangible personal property. Tangible personal property includes but is not limited to automobiles, aircraft, watercraft and other kinds of conveyances.

11. Express Warranties and Guarantees

That part of any CLAIM(S) based upon or arising out of express warranties and guarantees.

This exclusion does not apply to a warranty or guarantee by the INSURED that the INSURED's PROFESSIONAL SERVICES are in conformity with the standard of care applicable to such PROFESSIONAL SERVICES, or that the INSURED's CONTRACTING SERVICES are in conformity with the standards applicable to such CONTRACTING SERVICES.

12. Vehicles

That part of any CLAIM(S) based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock.

This exclusion does not apply to POLLUTION CONDITIONS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, water craft or rolling stock within the boundaries of the jobsite(s) where the INSURED is performing PROFESSIONAL SERVICES or CONTRACTING SERVICES. In addition, this exclusion does not apply to the transportation of any samples collected by the INSURED in connection with its performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES.

13. Off-Site Waste Liability

That part of any CLAIM(S) based upon or arising out of any waste or materials transported by automobile, aircraft, water or rolling stock beyond the boundaries of the jobsite(s) where the INSURED is performing PROFESSIONAL SERVICES or CONTRACTING SERVICES.

This exclusion does not apply to the transportation of any samples collected by the INSURED in connection with its performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES.

B. The coverage afforded under Coverage C – Network Security Liability does not apply to:

1. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the failure to install available software product updates and releases, including security-related software patches, to computers and other components of a COMPUTER SYSTEM.
2. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged failure or malfunction of electrical or telecommunications infrastructure or services, power interruptions, surges, brownouts or blackouts, unless under the INSURED's operational control.
3. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide or other act of God.
4. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any real or personal property.

VI. EXTENDED REPORTING PERIOD

- A. In the event of non-renewal or cancellation of this insurance for any reason by the INSURED, or if the Company should cancel this Policy or terminate it by refusing to renew, for reasons other than the INSURED's non-payment of Premium and/or Deductible amount and/or non-compliance with the terms and conditions of this Policy, the INSURED:

1. Shall be entitled to a sixty (60) day Automatic Extended Reporting Period at no additional premium. This extension shall apply to any CLAIM(S) first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the sixty (60) days immediately following the effective date of cancellation or non-renewal.
2. May purchase an Optional Extended Reporting Period of up to three (3) years or as otherwise required by the regulatory guidelines governing this type of insurance. The minimum premium for this Optional Extended Reporting Period will be 100% of the expiring annual premium for a one (1) year period, 150% of the expiring annual premium for a two (2) year period, and 185% of the expiring annual premium for a three (3) year period.

The first NAMED INSURED must request the purchase of the Optional Extended Reporting Period in writing to the Company within sixty (60) days following the termination of this Policy and pay the premium to the Company promptly when due.

If purchased, this extension shall apply to any CLAIM(S) first made against the INSURED and reported to the Company, in writing, during the Optional Extended Reporting Period.

If, however, this Policy is immediately succeeded by similar claims-made insurance coverage for which the retroactive date is the same as or earlier than the Retroactive Date shown in Item 6 of the Declarations, the INSURED shall have no right to an Optional Extended Reporting Period.

The Optional Extended Reporting Period shall be non-cancelable. Accordingly, at the commencement of the Optional Extended Reporting Period, the entire premium shall be considered fully earned.

- B. The limit of liability applicable to the Automatic Extended Reporting Period and Optional Extended Reporting Period will be the limit of liability remaining under the terminated policy, or as otherwise required by the regulatory guidelines governing this type of insurance.
- C. The Automatic Extended Reporting Period and Optional Extended Reporting Period will not apply to:
 1. Any pending CLAIM(S) or proceedings;
 2. Any paid CLAIM(S); or
 3. Any CLAIM(S) that is covered under any subsequent insurance purchased by the INSURED, or that would otherwise be covered under any subsequent insurance purchased by the INSURED but for a reduction or exhaustion of the limits of liability that would otherwise be applicable to such CLAIM(S).
- D. The extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall only apply to CLAIMS arising out of the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES, or due to a NETWORK SECURITY COMPROMISE, prior to the cancellation or non-renewal of this Policy, and that are otherwise covered by this Policy.

VII. LIMIT OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability

The Limits of Liability stated in Item 3 of the Declarations represent the maximum amount the Company will pay regardless of the number of INSUREDS, CLAIMS, individuals or entities making a CLAIM(S). The payment of DAMAGES and/or CLAIM EXPENSES will reduce the Limit of Liability available to pay any CLAIM(S).

B. Limit of Liability – Each CLAIM

The liability of the Company for the sum of all DAMAGES and CLAIM EXPENSES for each single, covered CLAIM first made and reported to the Company, in writing, during a POLICY YEAR shall not exceed the amount stated in Item 3a of the Declarations for each CLAIM. This limit applies as excess over any Deductible amount.

C. Limit of Liability – Policy Aggregate

The liability of the Company for the sum of all DAMAGES and CLAIM EXPENSES for all covered CLAIMS first made and reported to the Company, in writing, during a POLICY YEAR shall not exceed the amount stated in Item 3b of the Declarations as Aggregate. This limit applies as excess over any Deductible amount.

The POLICY YEAR Aggregate Limit of Liability as set forth above may not be combined or transferred, in whole or in part, so as to provide any additional limit of liability as respects any CLAIM(S) first made or deemed made during any other POLICY YEAR. If the Limit of Liability as specified above for any POLICY YEAR is exhausted, the Company's obligation to that POLICY YEAR shall be deemed completely fulfilled and extinguished.

D. Multiple/Related CLAIMS

The inclusion herein of more than one INSURED, the making of a CLAIM(S) by more than one person or entity, or the inclusion of additional elements or amounts of DAMAGES shall not operate to increase the Company's Limit of Liability. Unless otherwise specified, the Limit of Liability for each CLAIM, as stated in Item 3a of the Declarations, is the most the Company will pay for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS treated as a single CLAIM.

E. Deductible

The Company shall not be obligated to pay any DAMAGES or CLAIM EXPENSES until the INSURED pays the applicable Deductible amount. The Deductible amount applies separately to each CLAIM, whether this Policy is primary or excess. The Company will determine the reasonableness of CLAIM EXPENSES that qualify in satisfaction of the Deductible.

Unless otherwise specified, the Deductible will apply as follows:

1. The Deductible for each CLAIM, as stated in Item 4a of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS treated as a single CLAIM.
2. The Aggregate Deductible, if any, as stated in Item 4b of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS made and reported during each POLICY YEAR.

F. Dispute Resolution and Mitigation Deductible Credits

1. Mediation Credit

- a. In the event that a CLAIM(S) is resolved with the consent of the Company through the use of MEDIATION within one (1) year following the date that the CLAIM(S) was first made against the INSURED, the INSURED will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$25,000.

- b. If any CLAIM(S) is resolved with the consent of the Company through the use of MEDIATION more than one (1) year following the date that the CLAIM(S) was first made against the INSURED, the INSURED will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$25,000.

2. Contractual Risk Management Practices Credit

- a. In the event that a CLAIM(S) is resolved with the consent of the Company within one (1) year following the date that the CLAIM(S) was first made against the INSURED, and the INSURED employed CONTRACTUAL RISK MANAGEMENT PRACTICES prior to the notice of a CLAIM(S) or CIRCUMSTANCE(S), the INSURED will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$35,000.
- b. If any CLAIM(S) is resolved with the consent of the Company more than one (1) year following the date that the CLAIM(S) was first made against the INSURED, and the INSURED employed CONTRACTUAL RISK MANAGEMENT PRACTICES prior to the notice of a CLAIM(S) or CIRCUMSTANCE(S), the INSURED will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$35,000.

The deductible credits/reimbursements provided for in Paragraph F, Sub-paragraphs 1 and 2, above, are not cumulative and may not be combined on the same CLAIM.

VIII. DEFENSE, SETTLEMENT AND COOPERATION

- A. With respect to the insurance afforded by this Policy, the Company shall defend any CLAIM(S) against the INSURED that seek DAMAGES to which this insurance applies, even if any of the allegations are groundless, false or fraudulent. Legal counsel for the defense of any CLAIM(S) shall be designated by the Company or, solely at the Company's option, by the INSURED with the prior approval and written consent of the Company and subject to the Company's guidelines. It is further agreed that the Company may make such investigation of any CLAIM(S) as it deems expedient, but the Company shall not be obligated to pay DAMAGES, to defend or to continue to defend any CLAIM(S) after the applicable limits of the Company's liability have been exhausted by payment of DAMAGES and/or CLAIM EXPENSES.
- B. The INSURED shall cooperate with the Company and, upon the Company's request, shall: submit to examination and interrogation by a representative of the Company, under oath if required; attend hearings, depositions and trials; assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses; and assist in the conduct of suits, as well as in investigation and/or defense—all without charge to the Company, except as otherwise provided in Section II, SUPPLEMENTARY PAYMENTS, Paragraph A, Defendant Reimbursement. The INSURED shall further cooperate with the Company and do whatever is necessary to secure any rights of indemnity, contribution or apportionment that the INSURED may have against any other entities.

The INSURED shall not, except at its own costs, make any payment, admit any liability, settle any CLAIM(S), assume any obligation or incur any expense without the written consent of the Company.

With respect to any dispute resolution mechanisms agreed to by the INSURED in a written contract or agreement executed prior to a CLAIM(S), the INSURED shall not assume any obligation under such contract or agreement after a CLAIM(S) is made against it without the written consent of the Company. However, assuming such obligations prior to a CLAIM(S) shall not violate the preceding condition.

- C. The Company shall not settle any CLAIM(S) without the consent of the INSURED. If, however, the INSURED refuses to consent to any settlement recommended by the Company and elects to contest the CLAIM(S) or continue legal proceedings in connection with such CLAIM(S), then the Company's liability for DAMAGES shall not exceed the amount for which the CLAIM(S) could have been settled. In addition, the Company shall be responsible for paying fifty percent (50%) of all CLAIM EXPENSES incurred after the date of such refusal. The INSURED shall be responsible for paying the remaining fifty percent (50%) of all CLAIM EXPENSES incurred after the date of such refusal. All such payments by the Company are subject to Section VII, Limit of Liability and Deductible.
- D. If any INSURED commits fraud in proffering any CLAIM(S) with respect to amount or otherwise, this insurance shall become void as to such INSURED from the date such fraudulent CLAIM(S) is proffered.

IX. NOTICE

- A. In the event of a CLAIM(S), prompt written notice shall be given by or for the INSURED to the Company and shall contain: particulars sufficient to identify the INSURED; reasonably obtainable information with respect to the time, place and circumstances thereof; and the names and addresses of available witnesses.
- B. If a CLAIM(S) is made against the INSURED, the INSURED shall promptly forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative. This requirement continues throughout the life of the CLAIM(S).
- C. If the INSURED becomes aware of a CIRCUMSTANCE(S) to which this Policy may apply and provides written notice to the Company during the POLICY PERIOD containing details of:
 - 1. The alleged WRONGFUL ACT(S), POLLUTION CONDITIONS or NETWORK SECURITY COMPROMISE(S);
 - 2. The specific nature and extent of the injury or damage that has been sustained; and
 - 3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

X. OTHER CONDITIONS

A. Examination, Audit and Inspection

The Company may examine, audit and inspect the INSURED's books, records, services and activities at any time during the POLICY PERIOD and up to three (3) years afterward, inasmuch as they relate to the subject matter of this Policy.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this Policy including the right to charge additional premium and the right to withdraw, rescind or void this Policy, if its examination, audit or inspection reveals any material risk, hazard or condition that was not previously disclosed by the INSURED in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

B. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

C. Action Against Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the INSURED or the INSURED's legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED's estate shall not relieve the Company of any of its obligations hereunder.

D. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

E. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED's rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

F. Changes

Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

G. Sole Agent

The NAMED INSURED identified in Item 1 of the Declarations shall have authority and primary responsibility to act on behalf of all INSUREDS for the payment or return of Premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, the payment of any Deductibles, and the exercise of the rights provided in Section VI, EXTENDED REPORTING PERIOD.

H. Other Insurance

This insurance shall be excess of the Deductible and any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written solely and specifically as excess insurance over this Policy. When this Policy is excess, the Company will not defend any CLAIM(S) that any other insurer has a duty to defend. If no other insurer defends, the Company has the right but not the duty to do so. If the Company defends, it will be entitled to all of the INSURED's rights against any other insurers.

In addition to the foregoing, unless the Company specifically agrees otherwise, when such other insurance is written solely for a specific project, this Policy shall not attach, and the Company shall have no obligation to pay until the sum of DAMAGES and CLAIM EXPENSES exceeds the amount of the stated limit of liability of such other insurance, even if the INSURED's liability for such DAMAGES and CLAIM EXPENSES is not covered in whole or in part by such other insurance for any reason, including but not limited to an exclusion or limitation of coverage or the bankruptcy or insolvency of the specific project insurer.

I. Severability

Except with respect to the Limits of Liability, as stated in Item 4 of the Declarations, and any rights and duties specifically assigned to the NAMED INSURED identified in Item 1 of the Declarations, this Policy applies:

1. As if each INSURED were the only INSURED; and
2. Separately to each INSURED against whom a CLAIM(S) is made or suit is brought.

J. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

K. Liberalization

If the Company files, with the appropriate regulator, general revisions to the terms and conditions of the Policy form to provide more coverage without an additional premium charge, then this Policy will automatically provide such additional coverage as of the date the filed revision is effective in the state shown in the mailing address of the NAMED INSURED.