

MOBILE DATA TERMINALS FOR WH POLICE DEPARTMENT

- Purchase of 28 new MDTs for WH Police Dept vehicles
- Provided by Glacier Computer through a Sourcewell Contract
 - Sourcewell Contract #090122-GET
- Funded through State Grant (\$150,000 of grant allotted to this project)
- Sales Quote from Glacier included in this packet for \$149,995.16



QUOTATION



Date: 3/15/24
 Customer: West Haven CT Police Department
 Contact: Chief Joe Perno
 Phone:

Sales Contact: Ryan Garofano
 Phone: 401-741-8361
 Email: sales@northeast-mdt.com
 Quote #: 849031G

Sourcewell Contract # #090122-GET

BASE DEVICE CONFIGURATION

QTY	Glacier Code	Category	Description			Extended
28	7102394	K120	GETAC : K120G2-R - i7-1165G7, Windows Hello Webcam, Win11+16GB RAM, 512GB PCIe SSD, 5R FHD LCD+Touchscreen+Stylus, (No Keyboard Dock), Wifi+BT+Passthrough, 3yb2b	\$3,407.00	\$3,407.00	\$95,396.00
Total Discounted Price Base Configuration						\$95,396.00

ACCESSORIES & ADDITIONAL SERVICES

QTY	Glacier Code	Category	Description			Extended
28	4887618	Kybd	KBA-BLTX-UCNNR-US: BLTX Keyboard, USB, Coiled cord, Non-biometric, No logo, Red backlighting, US legends	\$191.00	\$191.00	\$5,348.00
28	5465407	Vehicle Dock	GETAC:K120 (Tablet) - Havis Vehicle Docking w/o RF	\$1,157.00	\$1,157.00	\$32,396.00
28	4686785	Charger	GETAC : Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station)	\$100.00	\$100.00	\$2,800.00
28	CG-X	Havis Charge Guard	Havis Charge Guard: CG-X	\$101.97	\$101.97	\$2,855.16
28	Install	Install	Installation of Computer Onsite	\$400.00	\$400.00	\$11,200.00
Discount		0.00%	Total Discounted Price Accessories			\$54,599.16

WARRANTY OPTIONS

QTY	Glacier Code	Category	Description			Extended
Discount		0.00%	Total Discounted Price Selected Warranty Items			\$0.00

\$149,995.16

NOTES:
 FREE SHIPPING
 QUOTE EXPIRES IN 60 DAYS
 TERMS ARE NET 30 PENDING PROPER CREDIT APPROVALS
 ALL ORDERS SUBJECT TO GLACIER TERMS & CONDITIONS
 LEAD TIME IS APPROXIMATELY 4-6 WEEKS
 DEVICES ARE BUILT TO ORDER - NO RETURNS/EXCHANGES

Glacier Computer
 46 Bridge St.
 New Milford, CT 06776

ARCHITECTURAL DESIGN FOR CAFETERIA IMPROVEMENTS TO CARRIGAN MIDDLE SCHOOL

- Antinozzi Associates is on the West Haven On-Call Architectural list
 - Bid #2022-10
- Services to include ADA compliance within cafeteria kitchen, new walk-in cooler, three bay sink, food prep area, and hood exhaust system. Also to include flooring improvements, plumbing improvements, and electrical improvements
- Funded through Board of Education “Fund 801” which covers revenue generated from Foodservice.
- Contract for Antinozzi included in this packet.



March 7, 2024

Mr. Neil C. Cavallero
c/o Kenneth Carney, ARPA Committee
West Haven City Hall
355 Main Street, 2nd Floor
West Haven, Connecticut 06516

Re: Carrigan Intermediate School, Food Service Improvements
West Haven, Connecticut

Dear Mr. Cavallero and Mr. Carney,

We are happy to continue our work with West Haven Public Schools with the proposed updates to the existing food service facilities at Carrigan Intermediate School, located at 2 Tellow Street, West Haven.

PROJECT UNDERSTANDING

Though an extension to the school's existing cafeteria has been completed, the existing 2,200 sq. ft. kitchen has not been improved for several years. As interior finishes reach the end of service life, West Haven Public Schools seeks to improve the quality and ease of maintenance for the facility with the replacement of interior finishes and kitchen equipment.

The project will be executed using funds from an incentive program offered through the District's food service provider, Sodexo. West Haven is targeting the Summer Break of 2024 to perform these updates.

SCOPE OF PROFESSIONAL DESIGN SERVICES

Based upon information provided during a site tour conducted February 14, 2024, we understand the scope of professional design services to be as follows:

- The specification of interior kitchen finish upgrades including: the removal of existing quarry tile and replacement with a monolithic epoxy resin finish with integral coved wall base; the application of fiber reinforced panels (FRP) having a minimum height of 8 feet above the finished floor; full replacement of the suspended ceiling with a washable pad and grid system, and the introduction of window tinting film to eliminate the need for existing window treatments that collect dust and are difficult to effectively clean.
- The replacement of interior door hardware to provide accessible, lever-style door handles.
- Although the existing perimeter radiant heating will be retained, this project will specify replacement radiator covers within the kitchen.
- Most of the existing kitchen equipment will be replaced, including: a walk-in cooler, a new three-bay sink, and food preparation equipment. Though West Haven expressed an interest in salvaging the existing commercial kitchen exhaust, we anticipate that its replacement will be required and have included provisions for its design and specification under the mechanical design scope.

- The existing structure of a floor trench drain will be retained, but its grate and lining will be updated in conjunction with the proposed floor finish improvements.
- Mechanical vents, diffusers and grills will require replacement with the proposed ceiling finish system improvements. New mechanical exhaust, make-up air and fire suppression systems and controls specific to kitchen will be specified for this project. It is our understanding that the existing kitchen is not currently conditioned. West Haven indicated that a separate mechanical system upgrade project may be expanded to provide air conditioning and ventilation to the kitchen.
- Plumbing system upgrades will include gas piping, domestic hot- and cold-water supply and wastewater piping to support new kitchen equipment. This proposal anticipates that existing concealed plumbing system infrastructure is adequately sized to receive waste piping. The plumbing design will also provide size information for a new grease-waste interceptor meeting current State and local health code requires, to serve the renovated kitchen
- The extent of electrical system scope is predicated upon the assumption that the building infrastructure will support the distribution of electrical systems throughout the renovated kitchen, including kitchen specific mechanical systems and equipment. New general lighting, emergency lighting and exit signage will be specified within the food service area.
- Interior lighting will require provisions for emergency lighting. The design team will access whether the existing light fixtures can remain or will need to be replaced with contemporary LED fixtures rated for use in commercial kitchen environments.
- Plumbing system upgrades will include gas piping, domestic hot- and cold-water supply and wastewater piping to support new kitchen equipment. This proposal anticipates that existing concealed plumbing system infrastructure is adequately sized to receive waste piping. The plumbing design will also provide size information for a new grease-waste interceptor meeting current State and local health code requires, to serve the renovated kitchen.

DESIGN FEE PROPOSAL:

For the scope of services listed, we propose a stipulated sum of **Ninety-Four Thousand Thirty-Eight Dollars (\$94,038)** distributed over the following phases:

A. Schematic Design Services:	\$ 23,128
B. Construction Document Services:	\$ 46,016
C. Bidding and Construction Administration:	\$ 18,394
D. Local Permitting Submission	\$ 6,500

We further recommend that the Owner budget an addition \$2,000 for reimbursable expenses, such as high-volume printing, and large format printing necessary for the generation of permit review and bidding documents for the project.

We will submit progress billing for these services monthly at the percentage of work complete. Should the Owner choose at any point to terminate design services, the Architect will be compensated only for the services provided up to the date of termination. Receipt of payment is due thirty days (45 days) following the date of the invoice.

LIMITATIONS AND EXCLUSIONS:

This proposal is limited to the Scope of Services as outlined above. The following services are expressly excluded from this proposal:

- Environmental investigations, reporting, testing, design, and monitoring services.
- Underground tank removal specification and monitoring.
- Structural engineering services.
- Fire protection standpipes, fire pumps and associated controls. This proposal assumes that existing water service pressure to the building is adequate to support the food service improvements.
- Energy Modeling services.
- Engineering services associated with exterior lighting and telecommunications.
- Commissioning services.
- Mechanical system testing, adjusting and balancing services.
- Cost Estimating services.
- Technology and furniture, fixtures and equipment inventory, design, procurement, and installation services.
- Life cycle cost analyses.
- Services associated with the documentation and reporting of energy rebate programs offered by local utilities.
- High volume and large format document printing.
- Renderings, models, animations, and other similar presentation materials.

We look forward to assisting you with the proposed improvements to the food service facilities at Carrigan Intermediate School. Please indicate your acceptance of the terms of this proposal by signing where indicated below. I am available to address any questions that you may have.

Sincerely,
ANTINOZZI ASSOCIATES, PC

Approval Signature



Michael LoSasso, AIA, LEED | AP, BD+C
Principal

Name (Printed)

Date

Xc : AA File, M. Ayles

Enclsr :
Antinozzi Associates 2024 Hourly Rates

ANTINOZZI ASSOCIATES P.C.
ARCHITECTURE + INTERIORS

RATE ASSIGNMENTS AS OF 1 JANUARY 2024

Architectural Staff:

PRINCIPAL -----	\$185.00
SENIOR ASSOCIATE, PROJECT MANAGER -----	\$155.00
ASSOCIATE, SENIOR PROJECT MANAGER -----	\$145.00
SENIOR ASSOCIATE, TECHNICAL DIRECTOR -----	\$135.00
PROJECT MANAGER -----	\$125.00
ASSISTANT PROJECT MANAGER -----	\$115.00
SENIOR PROJECT ARCHITECT -----	\$135.00
PROJECT ARCHITECT -----	\$120.00
ADVANCED ARCHITECTURAL DESIGNER II -----	\$115.00
ADVANCED ARCHITECTURAL DESIGNER I -----	\$105.00
ARCHITECTURAL DESIGNER II -----	\$ 95.00
ARCHITECTURAL DESIGNER I -----	\$ 85.00

Interior Design Staff:

SENIOR ASSOCIATE, INTERIOR DESIGN DIRECTOR -----	\$130.00
SENIOR ASSOCIATE, INTERIOR DESIGNER -----	\$120.00
REGISTERED INTERIOR DESIGNER -----	\$110.00
SENIOR INTERIOR DESIGNER -----	\$100.00
INTERIOR DESIGNER II -----	\$ 90.00
INTERIOR DESIGN I -----	\$ 80.00

Administrative Staff:

MARKETING COORDINATOR -----	\$ 75.00
OFFICE ADMINISTRATOR -----	\$ 75.00

Typical Reimbursable Expenses

Out-of-state travel/mileage, large format printing for bid sets, bulk/color copying, and express delivery charges



CITY OF WEST HAVEN
355 Main St
 West Haven, Connecticut 06516

**DISCLOSURE &
 CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	Antinozzi Associates, P.C.
Address:	271 Fairfield Ave., Bridgeport, CT 06604
Telephone and/or Fax #:	Direct phone line: 203-551-2442 Fax: 203-378-3002
Email Address:	plisi@antinozzi.com
Contact Person:	Paul A. Lisi, AIA - Principal

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	Fairfield
I,	Paul A. Lisi <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Antinozzi Associates, P.C.	Insert Company Name above
2b.	Or I am an individual and my name is:		if an individual, insert your name above
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input type="checkbox"/> As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are		
4b.	<input type="checkbox"/> The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.		
4c.	<input type="checkbox"/> The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	<input checked="" type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	Business ALEI #: US-CT.BER: 0002516 Insert State Registration # above
6b.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	None			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	Antinozzi Associates, P.C.	Contract for West Haven High School design services	AIA Contract	Nov. 27, 2012
2	Antinozzi Associates, P.C.	Contract for Washington Elem. School design services	AIA Contract	May 2022

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	None		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	Paul Lisi, Michael LoSasso, Michael Ayles	Principals	33% each	July 1, 2021
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:	<i>Paul S. Lisi - PRINCIPAL</i>		
THIS FORM MUST BE NOTARIZED	NOTARY SEAL (if available)		
Signature of Notary:	<i>Michele Rene Geffert</i>		
Subscribed and sworn to, before me on this:	<i>19th</i>	Day of	<i>October</i> 20 <i>22</i>
My Commission Expires:	<i>02/28/2023</i>		

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



ARPA CITY HALL WINDOW REPLACEMENT

- Replacement and abatement of any hazardous materials for windows in City Hall
- Public RFP 2023-45 – Part A – Abatement, Part B – Windows and Bid 2023-47 for re-bid of Windows only
- Part A – Originally no bid, one bid or re-issue 2023-45 – awarded to Prism Response, LLC \$193,900
- Part B – 3 bids received – awarded to 4 you, LLC \$297,680
- Bids were reviewed and awarded through City ARPA Committee
- 90 day lead time on window delivery and 90 days to complete once windows are delivered



 **AIA**® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 28th day of February in the year 2024
(In words, indicate day, month and year.)

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

The City of West Haven
355 Main Street, 3rd Floor
West Haven, Connecticut 06516

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

Prism Response, LLC
16 Hamilton Street
West Haven, Connecticut 06516

for the following Project:
(Name, location and detailed description)
City Hall Windows Replacement Project (Abatement Work)
355 Main Street
West Haven, Connecticut 06516

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

Hoffman Architects & Engineers, Inc.
265 Church Street, 16th Floor
West Haven, Connecticut 06516

This ARPA-funded Project entails the replacement of windows at the City Hall in West Haven, Connecticut and related scope of work as referenced in Exhibit A to Rider No. 1 to this Agreement (the "Rider").

The Owner and Contractor agree as follows:

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

init.

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User Notes:

(1365985618)

(Paragraph deleted)

Work will commence upon notice to proceed by Owner, which will be provided when new windows are ready for installation.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ninety (90) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

(Paragraph deleted)

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

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

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

§ 3.2 The Stipulated Sum shall be One Hundred Ninety-Three Thousand Nine Hundred Dollars (\$193,900.00), subject to additions and deductions as provided in the Contract Documents.

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

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

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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Init.

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User Notes:

(1365985618)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

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

§ 3.3 Cost of the Work Plus Contractor's Fee

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

§ 3.3.2 The Contractor's Fee:

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

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

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

§ 3.4.2 The Contractor's Fee:

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

§ 3.4.3 Guaranteed Maximum Price

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

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

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

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

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

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

Init.

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents, including the Owner's right to dispute all or any portion of any Applications for Payment as provided below.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than fourteen (14) days before the last Thursday of a month, except to the extent the Architect or Owner objects to such Application for Payment within forty-five (45) days after the first Tuesday of the following month, the Owner shall make payment to Contractor within forty-five (45) days after the first Tuesday of the following month. If an Application for Payment is received by the Architect after the date fixed above, the Application for Payment shall be deemed submitted in the following month.

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

§ 4.1.4 [Intentionally Omitted].

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

1.00% per month

§ 4.2 Final Payment

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

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

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ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:

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

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

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

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

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

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

- .1 Other Exhibits:
(Check all boxes that apply.)

[]

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Rider, including all Exhibits thereto.

City of West Haven, Invitation to Bid, Bid # 2023-45, Part A – Abatement together with the Project Manual attached thereto, as well as all other documents issued by the City, in connection therewith.

Bid Form Completed and Executed by Contractor in response to the Invitation to bid, dated December 15, 2023 ("Bid")

Agenda for Pre-Bid Meeting – Package A (Abatement), December 8, 2023, 10:00am

AIA Document A201-2017 – General Conditions.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

The Contract Documents, including the Exhibits attached to the Rider, form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations,

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representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

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

§ 8.1.3 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.

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

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

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ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

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§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

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Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturer is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

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

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

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

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and recommend to Owner the amounts due the Contractor in Certificates for Payment.

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

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor will respond to requests for submittals by the Architect within five (5) days after Architect's requests, The Contractor will provide mock-ups as directed by the Architect within five (5) days after Architect's requests.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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

ARTICLE 13 CHANGES IN THE WORK

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

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

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

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

ARTICLE 14 TIME

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

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

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

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§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

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§ 15.3 Applications for Payment

§ 15.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 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 believes is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Additionally, the issuance of a Certificate for Payment shall not preclude Owner from objecting to or withholding some or all amounts in any Application for Payment.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 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 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When the Contractor disputes the Architect's or Owner's decision regarding an Application for Payment under Section 15.4.2 or Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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.

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

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 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.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

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§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation of the Architect's belief that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance

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has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 See Exhibit D to the Rider.

§ 17.1.2

(Paragraphs deleted)

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.3 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

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

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Ken Carney, Chair
City of West Haven ARPA Committee
355 Main Street
West Haven, CT 06516

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Joseph Vollano
Division Manager

Prism Response, LLC
16 Hamilton Street
West Haven, CT 06516

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven (7) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or thirty (30) days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

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§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case, not more than ten (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 21.3.

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

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

(Paragraphs deleted)

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

City of West Haven

Prism Response, LLC

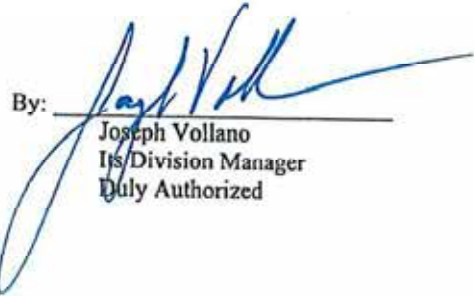
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User Notes:

(1365985618)

By: _____
Dorinda Borer
Mayor

By: 
Joseph Vollano
Its Division Manager
Duly Authorized

Approved as to form.

Mark J. Malaspina
(Table deleted)
Carmody Torrance Sandak & Hennessey LLP

Init.

**RIDER NO. 1 TO AGREEMENT (the "A104") BETWEEN the CITY of WEST HAVEN
("OWNER") AND PRISM RESPONSE, LLC ("CONTRACTOR") (AIA DOCUMENT A104-2017)
DATED Feb 28, 2024 (this "RIDER")**

This Rider is attached to and made a part of the above-referenced Agreement. The following Exhibits are attached to and made a part of this Rider:

- **Exhibit A**, Scope of Work;
- **Exhibit B**, Listing of Contractor's Employees Assigned to the Work;
- **Exhibit C**, Contractor's Schedule for Performance;
- **Exhibit D**, Insurance Requirements; and
- **Exhibit E**, Federal Funding Requirements

Capitalized terms used but not defined in this Rider shall have the meaning given in the Agreement to which this Rider is attached and made a part of. References in this Rider to this Agreement mean such Agreement as amended by this Rider.

1. General/Document Hierarchy/Cross-References in A104. If any of the provisions of this Rider, including the Exhibits attached hereto and made a part hereof, conflict with or are otherwise inconsistent with the A104 to which this Rider is attached, the Specifications, and other Contract Documents, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Contractor. To the extent the A104 cross-references other AIA documents, such cross-referenced AIA documents shall be deemed to be to any agreement(s) that may be entered into between the Owner and any Contractor or Construction Manager for this Project, whether such agreements are AIA forms or otherwise. If any provisions of the Exhibits attached to and made a part of this Rider conflict with or are otherwise inconsistent with the provisions of the body of this Rider or with each other, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Contractor. If any of the provisions of the Contract Documents are inconsistent but there is no applicable stricter standard among them, the following priority of Contract Documents shall apply: First, this Rider; second, the Exhibits to this Rider; third, the A104; fourth, the Drawings; fifth, the Specifications; and sixth, the other Contract Documents.

2. Professional Services to be Rendered:

(a) **The Work of This Contract.** The following new § 1.1 is hereby added to the A104:

(i) **New § 1.1: "Contractor's Responsibilities.** It is the intention of this Agreement that the Contractor shall provide for all necessary and appropriate construction services required for the construction and completion of the Work, in accordance with the Scope of Work, **Exhibit A** to the Rider, through and including Work closeout, whether specifically identified in this Agreement, and Construction Documents or the requirements reasonably implied or inferred therefrom. The schedule for the Work is set forth in **Exhibit B** to the Rider."

(ii) New §1.2: **“Standard of Care.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by Contractors practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project and the Standard of Care.”

3. Claims and Disputes.

(a) §21.11 of the A104 is hereby amended to include the following as the last sentence of the last paragraph thereof: “Notwithstanding the foregoing, no such waiver shall be applicable to indemnification requirements under § 5 of the Rider, or in the event of claims covered by insurance, to the extent such coverage is responsive and available.”

4. Dispute Resolution.

(a) § 5.1 of the A104 is hereby deleted in its entirety and replaced with the following new §5.1:

“Mediation shall be required and shall be before JAMS or like organization as may be agreed to by the parties. If mediation fails to resolve the parties’ dispute, either party may litigate the matter in any state or federal court located in the City of New Haven.

Contractor agrees that, to the extent necessary for, or in connection with, the resolution of any other claims involving Owner or the Project, Contractor, Contractor’s Consultants and any claims by or against either of them, may be joined in any separate arbitration or legal proceeding, upon Owner’s written request.”

5. Indemnification. § 9.15.1 of the A104 is hereby deleted in its entirety and replaced with the following new §9.15.1: “To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, the Architect, Architect’s consultants, and agents and employees from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney’s fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Work.”

6. Termination of the Contract.

(a) Modifying A104 §20.1: If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days, the Contractor shall provide Owner with a written notice to cure. If the Owner fails to make payment of such sums properly due to the Contractor within fifteen (15) days of such written notice, the Contractor may, upon seven (7) additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

(b) The following new § 20.4 is hereby added to the A104: “Termination, suspension or abandonment by the Owner shall not give rise to any cause of action or claim against the Owner for any damages of any nature whatsoever, or for extra compensation or loss of anticipated profits. The Contractor shall be entitled only to amounts due to it in accordance with this Article 20. Termination of this Agreement for any reason shall not release the Contractor from any of its obligations under this Agreement existing at the time of termination.”

7. **Progress Payments.** The following new § 21.1.1 is hereby added to the A104: “If a dispute arises between the Owner and the Contractor with respect to the Contractor's compensation or any term of this Agreement, notwithstanding any provision of the A104, the Contractor shall continue to fully perform under this Agreement if the Owner makes timely payment of fees and reimbursements in accordance with the payment provisions of this Agreement. If the dispute relates to fees, the Contractor shall be obligated to continue to perform provided that the Owner pays those particular fees are not subject of the dispute.”

8. **Additional Provisions Regarding Compensation.** A104 Article 3 is hereby modified, as follows:

(a) **Compensation for Supplemental and Additional Services.** The following new § 3.4.4 is hereby added to the A104: “A condition of compensation for such services is that the Contractor has advised the Owner in writing before such services are performed that they are beyond the scope of this Agreement, and such services have been specifically authorized by the Owner in writing to the Contractor in advance of their performance. The Contractor shall keep detailed records of all time spent by the Contractor's employees in performance of such services; provided that, notwithstanding anything to the contrary in the Agreement, and without limiting the Owner's other available rights and remedies at law or in equity, Contractor shall not be compensated for any services, including without limitation for Supplemental Services or Additional Services, arising out of Contractor's negligence or breach of any of its obligations under this Agreement.”

(b) **Payment/Contractor's Records.** The following new § 4.1.6 is hereby added to the A104:

“(i) The Contractor shall submit monthly Applications for Payments to the Owner or upon some other time basis mutually agreed upon in writing. Each invoice shall include a detailed statement of services for which compensation is sought and expenses for which reimbursement is sought, together with such other substantiation as the Architect or Owner shall require. Each Application for Payment shall include all items of services sought by the Contractor for compensation and for expenditures incurred through the date of services covered by the Application for Payment. The Contractor shall submit its final Application for Payment no later than thirty (30) calendar days after final completion of the construction of the Work.

(ii) The Contractor shall maintain, and shall require its consultants to maintain, accurate records, on an accounting basis acceptable to the Owner, of costs and expenses incurred by it and the exact hours worked by its personnel. On reasonable notice from the Owner, when applicable to services provided on an hourly basis or reimbursable expenses approved by the Owner, these records shall be available at the Contractor's office during business hours for audit and copying by the Owner. The Contractor shall retain these records for six (6) years after its receipt of final payment.

(iii) Each Application for Payment by the Contractor shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Agreement remains true and correct in all material respects."

9. **Personnel Assigned to Work.** The following new § 19.7 is hereby added to the A104: "To the fullest extent reasonably necessary to achieve the timely and proper performance of the Contractor's obligations under this Agreement, the individuals listed in **Exhibit B** to the Rider shall devote their full time and effort to the Work while employed by the Contractor, and they may not be removed from the Work or replaced by the Contractor to the extent they continue to be in the employ of the Contractor, without the Owner's prior written consent, which consent shall not be unreasonably withheld. The Owner reserves the right to require the removal of any personnel of the Contractor involved with the Work if, in the reasonable judgment of the Owner in consultation with the Contractor, such individual's performance is unsatisfactory. The Contractor shall investigate such request and shall submit to Owner, for Owner's consent, which consent shall not be unreasonably withheld, the name of an individual Contractor suggests as a replacement."

10. **Rules of Interpretation.** As used in the Contract Documents, the terms "include", "including", and words of similar meaning shall mean without limitation. As used in the Contract Documents, the singular shall include the plural and vice versa, and reference to any gender shall mean the applicable gender.

11. **Insurance.** The Contractor shall furnish and maintain the insurance coverages set forth in **Exhibit D** to this Rider in accordance with the requirements therein. If the Contractor fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall promptly pay the cost thereof to the Owner and supply any information needed to obtain such insurance upon demand.

12. **Compliance with Federal Funding Requirements.** This Project is being funded using federal funds. This Agreement and the Contractor's obligations under this Agreement are subject to any and all applicable federal funding requirements. Without limiting the generality of the foregoing, **Exhibit E** hereto sets forth certain federal funding requirements for this Agreement and the Project.

13. **Wage Rates.** Pursuant to Connecticut General Statutes Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(i) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of West Haven. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

14. **Other Provisions**

(a) **Notices.** The following new §7.9.3 is hereby added to the A104: "All notices shall be in writing and shall be delivered personally, by recognized overnight courier service, or by

registered or certified mail, return receipt requested at the respective address for notice for each party as set forth below. Notice shall be effective on the date of delivery, or if delivery is refused, on the date of attempted delivery. Either party may change its address for notices by notifying the other party in accordance with this Section. Addresses for notice:

Owner:
City of West Haven
355 Main Street
West Haven, CT 06516
Attn: Ken Carney, Chair, ARPA Committee

Contractor:
Prism Response, LLC
16 Hamilton Street
West Haven, CT 06516
Attn: Joseph Vollano, Division Manager

(b) **No Waiver.** The following new §19.8 is hereby added to the A104: “No waiver of default hereunder shall be construed as a waiver of any subsequent default.”

(c) **Counterparts.** The following new §19.9 is hereby added to the A104: “This Agreement, including the Rider attached hereto, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.”

(d) **Compliance with Laws.** In addition to complying with the provisions of § 12 of this Rider, the Contractor shall comply with all laws, rules, regulations, codes and ordinances applicable to its obligations under this Agreement.

(e) **Work Coordination.** Contractor shall coordinate its work with Owner’s abatement contractor and shall ensure that no window opening is without a permanent window or substitute approved by the Chair of the Owner’s ARPA Committee at the end of each workday.

(f) **Removal, Handling and Disposal.** All materials to be removed by Contractor will be treated as contaminated, without testing and without regard for whether they actually are contaminated for purposes of removal, handling, transportation and disposal of such materials.

(g) **Rates.** Rates for out-of-scope work shall be as set forth in Contractor’s Bid Form. No overtime shall be charged without the prior written consent of the Owner’s ARPA Committee Chair. Out-of-scope work charged at hourly rates shall be subject to “not-to-exceed” amounts.

THE TERMS AND CONDITIONS OF THIS RIDER NO. 1 ARE HEREBY AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER:
City of West Haven

By: _____
Dorinda Borer
Mayor

Approved as to form.

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

CONTRACTOR:
Prism Response, LLC

By: _____
Its Division Manager
Duly Authorized

EXHIBIT A

SCOPE OF WORK


The Work shall include the equipment, materials, and services stated in Owners' Invitation to Bid, Bid #2023-45, Part A-Abatement, City Hall Window Replacement dated [12] [8], 2023, as well as all other documents and materials issued thereunder, including the Project Manual for City Hall Window Replacement, ARPA #2022-14 Package A, 355 Main Street, West Haven, CT, Hoffman's Project No. 223023 dated October 12, 2023, attached to the Invitation to Bid, Contractor's Bid Form, as well as all other Contract Documents, copies of which are on file in the Owner's ARPA Committee office. A copy of the Invitation to Bid, together with the Project Manual is on file in the Owner's Procurement Office located at City Hall, 355 Main Street, West Haven, Connecticut 06516. 

EXHIBIT B

THE CONTRACTOR'S PERSONNEL ASSIGNED TO THE WORK

Superintendent, who shall be present on-site during performance of all of the Work
at the site: Jan Shea

EXHIBIT C

SCHEDULE OF THE CONTRACTOR'S PERFORMANCE

<u>Start Date</u>	<u>Task</u>	<u>Duration</u>
	Window delivery to site	Site mobilization, commencement and completion of Work at site
		90 days

EXHIBIT D

INSURANCE

Prior to the commencement of the work, and as a condition of site access, the Contractor (referred to hereinafter as the "*Contractor*") shall deliver to the City of West Haven (referred to hereinafter as the "*Owner*") a valid and currently dated Certificate of Insurance ("*COI*").

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability ("CGL") -- Minimum Limits Required:**

- \$2,000,000 General Aggregate
 - \$2,000,000 Producers/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage – Any One Fire
 - \$5,000 Medical Expense – Any One Person
-
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
 - The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

1. Business Auto/Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** on the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Workers Compensation/Employers Liability Insurance:

- Coverages and limits as required by Connecticut State law
- Employer's Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Professional Liability Insurance-- Minimum Limits required:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

4. Umbrella Liability/Excess Liability-- Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to the Owner.

EXHIBIT E

FEDERAL FUNDING REQUIREMENTS

For purposes of this Exhibit E, the term "contract" shall mean "Agreement", and the term "contractor" shall mean "Contractor". For convenience, reference to any gender herein means the applicable gender.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or 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 setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
6. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the City directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the City shall prohibit vendors from directly or indirectly charging the City for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Work, or any portion thereof.

Ad Order Number

0002811624

Customer Account

277191

Sales Rep.

mhutchings

Customer Information

WEST HAVEN PURCHASING DEPT.

355 MAIN ST

WEST HAVEN CT 06516

USA

Order Taker

mhutchings

Ordered By

TAMMY OCONNELL

Phone: 2039373619**Fax:****EMail:** toconnell@westhaven-ct.gov
(Invoices/Payments)**Order Source**

Phone

Ad Cost

\$400.41

Payment Amt

\$0.00

Amount Due

\$400.41

Blind Box**Materials****Order Notes****Ad Number**

0002811624-01

External Ad #**Pick Up Number****Ad Type**

Legal Liners

Ad Size

2 X 40 li

PO Number

BID# 2023-45 Part A & Abatement

Color

\$0.00

Color Requests**Product and Zone**

New Haven Register

Inserts

1

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

11/30/2023

Product and Zone

nhregister.com

Inserts

1

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

11/30/2023

Ad Content Proof

Note: Ad size does not reflect actual ad

**CITY OF WEST HAVEN
INVITATION TO BID
CITY HALL WINDOW REPLACEMENT
BID# 2023-45 Part A – Abatement
BID# 2023-45 Part B - Windows**

The City of West Haven (here after referred to as, "The City") is soliciting an Invitation to Bid for two different portions of the same project: window replacement at City Hall, 355 Main Street, West Haven, CT. **There will be a mandatory walk-through held on Friday December 8, 2023, for both portions of the work. Part A (Abatement) will be at 10:00am followed by Part B (Windows) at 11:00am.**

The Bid Form must be submitted to the City of West Haven, Purchasing Department, 355 Main Street, 3rd Floor, West Haven, CT 06516, Attention: Procurement Specialist. Responses are due no later than Friday December 15, 2023 at 2:00pm. Respondents are required to submit the Bid Form in a sealed envelope that is clearly marked, "BID# 2023-45 City Hall Window Replacement Part A – Abatement (or) BID# 2023-45 City Hall Window Replacement Part B - Windows". Submissions received after the scheduled due date and time shall not be accepted or considered, they will be rejected.

No oral, telephonic, emailed, or faxed submissions shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any submission shall be accepted. The City reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. The City also reserves the right to reject any or all submissions if it deems such to be in the best interest of the City of West Haven. **Requests for information will be accepted via email at purchasing@westhaven-ct.gov until Wednesday, December 13, 2023.** The complete invitation to bid, including specifications and drawings are available on our city website: www.cityofwesthaven.com

Procurement Specialist

City of West Haven



**CITY OF WEST HAVEN
FINANCE DEPARTMENT
355 MAIN STREET, 3RD FLOOR
WEST HAVEN, CONNECTICUT 06516**

**DAVID TAYLOR
DIRECTOR OF FINANCE**

**PHONE 203-937-3620
FAX: 203-937-3621**

February 9, 2024

Prism Response, LLC dba Alloy
16 Hamilton Street
West Haven, CT 06516
Attn: Ian Shea

RE: 2023-45 City Hall Window Replacement

Dear Mr. Shea,

We are pleased to inform you that Prism Response, LLC has been awarded the following bid: **2023-45 City Hall Window Replacement Package A (Abatement)**. Congratulations! We will be reaching out to you soon, to discuss next steps.

Sincerely,

Tammy O'Connell

Tammy O'Connell
Procurement Specialist

Division 0 – Procurement and Contracting Requirements

Section 00 41 00 – Bid Form

PART 1 - GENERAL

1.1 PROJECT INFORMATION

Project Name	City Hall Window Replacement ARPA# 2022-014 – Package A
Project Location:	355 Main Street West Have, CT 06516
Owner:	City of West Haven 355 Main Street West Haven, CT 06516
Owner's Representative:	Ken Carney ARPA Chairman 355 Main Street West Haven, CT 203-530-0006
Architect	Hoffmann Architects + Engineers 265 Church Street, 16 th Floor New Haven, CT 06510 203-239-6660
Architect's Project Number:	223023

1.2 FORM OF BID

(Contractor's Letterhead)

DATE

Richard Spreyer
Purchasing Agent
City of West Haven
355 Main Street
West Haven, CT 06516

Via email: rspreyer@westhaven-ct.gov

Re: ARPA# 2022-014 / 223023
Invitation to Bid
City Hall Window Replacement
West Haven, CT

Dear Mr. Spreyer:

Having received the Contract Documents entitled City Hall Window Replacement, APRA# 2022-014 – Package A, and Addendum (Addenda) numbered _____, we have examined them and apprised ourselves of the requirements, scope, extent, materials and methods; have visited the site of the Work and familiarized ourselves with all conditions that might affect our operations, and have determined the involved quantities; we agree to provide all equipment, tools, materials and labor, and required protective measures necessary for:

The Work of this Contract, hereinafter referred to as "the Work", generally includes, but is not necessarily limited to, the following major elements:

BASE BID

A. Base Bid – Summary of Work – Package A

1. Coordinated with Work of Contract entitled "City Hall Window Replacement, ARPA #2022-014 – Package B".
2. Complete removal of all existing double-hung and jalousie window assemblies.
3. Remove and dispose of exterior asbestos and PCB contaminated materials.
4. Off-site disposal of all removed materials.
5. All other work necessitated by these operations and all other work called for by the Contract Documents.

For the Lump Sum Base Bid Amount of:

One Hundred Ninety-Three Thousand Dollars (\$ 193,900)

B. Base Bid – Breakdown

Division 0 - Procurement and Contracting Requirements	\$	<u>N/A</u>
Division 1 – General Requirements	\$	<u>N/A</u>
Division 2 – Existing Conditions		
Section 02 40 00 – Selective Demolition	\$	<u> </u>
Section 02 82 13 – Asbestos Removal	\$	<u> </u>
Section 02 84 33 - PCB	\$	<u> </u>
Lump Sum Base Bid Amount	\$	<u>193,900</u>

* All one task

OVERTIME WORK

Overtime work, if required, will be performed at the rates indicated on the attached prevailing wage rate schedule. (Contractor to submit rate schedule with the proposal).

* See Attached Rates

OVERHEAD AND PROFIT

Should a change in the Work be required by either party that will require a revision to the Contract Sum, overhead and profit will be computed as follows:

Labor Overhead and Profit	<u>15</u>	%
Material Overhead and Profit	<u>15</u>	%
Markup on Subcontractors	<u>15</u>	%

CONTRACT TIME

I (We) will commence work within number (10) days following the receipt of an official written order from you to proceed.

I (We) will complete the work within 35 calendar days.

DEFECTIVE DOCUMENTS

Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which they are aware, either directly or by notification from any sub-bidder or material supplier found in the Bidding/Contract Documents are listed herewith in this Bid Form.

PROJECT REFERENCES

Bidder shall submit the name, location, Owner and Architect for five (5) completed projects within the last five (5) years of similar nature and scope to project being bid.

- Babbidge Construction: 10 Middle St, Bridgeport
- Bridgeport BOE: Various Schools
- Yale University: New Haven campus
- SVMC Hospital: Bridgeport campus
- Sikorsky Aircraft: Stratford

LIST OF PROPOSED SUBCONTRACTORS

Bidder shall submit names and addresses of all proposed subcontractors. The Owner reserves the right, prior to award of contract, to reject any subcontractor.

- N/A
- |
-

4.

5.

Respectfully proposed by:

Prism Response LLC
Company Name

16 Hamilton St
Street Address

West Haven, CT 06516
City, State, Zip Code

By: 
Signature

Joseph Villano
Typed Name

Its: Division Manager
Title

If a Corporation

Incorporated in the State or

Commonwealth

Of: Connecticut

On: 12-15-23
(Date)

(Corporate Seal)

5. Disclosure & Certification Affidavit



CITY OF WEST HAVEN
355 Main St
 West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	Prism Response, LLC dba Alloy
Address:	16 Hamilton Street, West Haven CT 06516
Telephone and/or Fax #:	(203) 931-2135
Email Address:	ishea@alloygroup.com
Contact Person:	Ian Shea

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	New Haven
I, Joseph Vollano <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Prism Response, LLC dba Alloy	Insert Company Name above
2b.	Or I am an individual and my name is:	If an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input checked="" type="checkbox"/> N/A	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are	
4b.	<input checked="" type="checkbox"/> N/A	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
4c.	<input checked="" type="checkbox"/> N/A	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	<input checked="" type="checkbox"/> X	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/> X	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	36-4666890 Insert State Registration # above
6b.	<input checked="" type="checkbox"/> N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	<input checked="" type="checkbox"/> N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
		Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).	

PROPOSERS NON COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Prism Response, LLC DBA Alloy
Legal Name of Bidder

Joseph Vokano
(signature)
Bidder's Representative, Duly Authorized

Joseph Vokano
Name of Bidder's Authorized Representative

Division Manager
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 8 day of December, 2023

[Signature]
Notary Public
My Commission Expires:

**My Commission Expires
10/31/2028**

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 N/A			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 N/A			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 none		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 Prison Spectrum Holdings, LLC	Prison Response, LLC is a owned subsidiary of Prison spectrum Hobby Group, LLC		

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Alloy	PA	PA
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form: <i>Joyl Vaha Division Manager</i>			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary: <i>[Signature]</i>			
Subscribed and sworn to, before me on this: 8		Day of	December 2025
My Commission Expires:		My Commission Expires	

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Prism Response, LLC	
2 Business name/disregarded entity name, if different from above Prism Response LLC dba Alloy	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4000 Triangle Lane Suite 160	Requester's name and address (optional)
6 City, state, and ZIP code Export PA 15632	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
3	6		4	6	6	6	8	9	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Kimberly Altea

Date ▶

01-05-2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1b. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(j)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ²	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FF ¹	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FF ¹)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ²
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁵
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust (not under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)))	The trust

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

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

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

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

⁵Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14009.

For more information, see Pub. 5027, *Identity Theft Information for Taxpayers*.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-828-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Prism Response 2023 Labor Rates

<i>Straight Time</i>		Worker	Foreman	Superintendent
Wage		\$34.00	\$41.00	\$54.00
Fica	7.65%	\$1.86	\$2.38	\$4.13
Medicare	1.45%	\$0.49	\$0.59	\$0.78
Workmans Comp	60.00%	\$14.42	\$17.30	\$32.40
Liability Ins	3.00%	\$0.70	\$1.23	\$1.62
Sui	6.97%	\$2.00	\$3.20	\$3.76
Futa	0.80%	\$0.27	\$0.33	\$0.43
Benefits	\$14.66	\$15.30	\$15.28	\$16.21
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total		\$69.05	\$81.31	\$113.34
Over Head	7.50%	<u>\$5.19</u>	<u>\$6.10</u>	<u>\$8.50</u>
Sub Total		\$74.24	\$87.41	\$121.84
Profit	7.50%	<u>\$5.57</u>	<u>\$6.56</u>	<u>\$9.14</u>
		<u>\$79.80</u>	<u>\$93.96</u>	<u>\$130.98</u>
<i>Time and Half</i>				
Wage		\$53.00	\$63.10	\$84.00
Fica	7.65%	\$4.05	\$4.83	\$6.43
Medicare	1.45%	\$0.77	\$0.91	\$1.22
Workmans Comp	60.00%	\$14.42	\$17.30	\$32.40
Liability Ins	3.00%	\$1.59	\$1.89	\$2.52
Sui	6.97%	\$3.69	\$4.40	\$5.85
Futa	0.80%	\$0.42	\$0.50	\$0.67
Benefits	\$15.36	\$15.36	\$16.18	\$16.40
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total		\$93.31	\$109.11	\$149.49
Over Head	7.50%	<u>\$7.00</u>	<u>\$8.18</u>	<u>\$11.21</u>
Sub Total		\$100.31	\$117.30	\$160.70
Profit	7.50%	<u>\$7.52</u>	<u>\$8.80</u>	<u>\$12.05</u>
		<u>\$107.83</u>	<u>\$126.09</u>	<u>\$172.76</u>

Double Time

		Worker	Foreman	Superintendent
Wage		\$71.00	\$85.00	\$110.00
Fica	7.65%	\$5.43	\$6.50	\$8.42
Medicare	1.45%	\$1.03	\$1.23	\$1.60
Workmans Comp	60.00%	\$14.42	\$17.30	\$32.40
Liability Ins	3.00%	\$2.13	\$2.55	\$3.30
Sui	6.97%	\$4.95	\$5.92	\$7.67
Futa	0.80%	\$0.57	\$0.68	\$0.88
Benefils	\$16.07	\$16.07	\$17.10	\$17.40
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total		\$115.60	\$136.29	\$181.66
Over Head	7.50%	\$8.67	\$10.22	\$13.62
Sub Total		\$124.27	\$146.51	\$195.28
Profit	7.50%	\$9.32	\$10.99	\$14.65
		<u>\$133.59</u>	<u>\$157.50</u>	<u>\$209.93</u>

OT after 8 hrs and Sat, OT on Sunday

Minimum of 8 Hrs ST/OT

Mobilize Site: \$ 1,500.00 Per

ARPA CITY HALL WINDOW REPLACEMENT

- Replacement and abatement of any hazardous materials for windows in City Hall
- Public RFP 2023-45 – Part A – Abatement, Part B – Windows and Bid 2023-47 for re-bid of Windows only
- Part A – Originally no bid, one bid or re-issue 2023-45 – awarded to Prism Response, LLC \$193,900
- Part B – 3 bids received – awarded to 4 you, LLC \$297,680
- Bids were reviewed and awarded through City ARPA Committee
- 90 day lead time on window delivery and 90 days to complete once windows are delivered



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 4 day of 004 in the year 2024
(In words, indicate day, month and year.)

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

The City of West Haven
355 Main Street, 3rd Floor
West Haven, Connecticut 06516

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

4 You LLC
1039 Racebrook Road
Woodbridge, CT 06525

for the following Project:
(Name, location and detailed description)
City Hall Windows Replacement Project
355 Main Street
West Haven, Connecticut 06516

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

Hoffman Architects & Engineers, Inc.
265 Church Street, 16th Floor
New Haven, Connecticut 06516

This ARPA-funded Project entails the replacement of windows at the City Hall in West Haven, Connecticut and related scope of work as referenced in Exhibit A to Rider No. 1 to this Agreement (the "Rider").

The Owner and Contractor agree as follows:

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

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

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User Notes:

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

(Paragraph deleted)

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(1833531247)

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

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than ninety (90) calendar days after the windows are delivered to Contractor, subject to Contractor's obligation to order the windows on or about the date of this Agreement.

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

(Paragraph deleted)

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

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

§ 3.2 The Stipulated Sum shall be Two Hundred Ninety-Seven Thousand Six Hundred Eighty Dollars (\$297,680.00), which includes Work entailed in Contractor's Base Bid Amount, as well as Work entailed in Contractor's Supplemental Bid No. 1 – Horizontal Louver Blinds, as well as Work entailed in Contractor's Supplemental Bid No. 2 – Exterior Door and Frame Replacement, subject to additions and deductions as provided in the Contract Documents.

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

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

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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User Notes:

(1833531247)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

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

§ 3.3 Cost of the Work Plus Contractor's Fee

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

§ 3.3.2 The Contractor's Fee:

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

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

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

§ 3.4.2 The Contractor's Fee:

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

§ 3.4.3 Guaranteed Maximum Price

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

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

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

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

(Identify each allowance.)

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

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

Init.

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents, including the Owner's right to dispute all or any portion of any Applications for Payment as provided below.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than fourteen (14) days before the last Thursday of a month, except to the extent the Architect or Owner objects to such Application for Payment within forty-five (45) days after the first Tuesday of the following month, the Owner shall make payment to the Contractor within forty-five (45) days after the first Tuesday of the following month. If an Application for Payment is received by the Architect after the date fixed above, the Application for Payment shall be deemed submitted in the following month.

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

§ 4.1.4 [Intentionally Omitted].

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.00% per month

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

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ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:

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

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

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

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

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

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

.1 Other Exhibits:

(Check all boxes that apply.)

.2 Other documents, if any, listed below:

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

Rider, including all Exhibits thereto.

City of West Haven, Invitation to Bid, Bid # 2023-45, Part A – Abatement together with the Project Manual attached thereto, as well as all other documents issued by the City in connection therewith.

Bid Form Completed and Executed by Contractor in response to the Invitation to bid, dated January 16, 2024 ("Bid")

Agenda for Pre-Bid Meeting – Package B (Windows), December 8, 2023, 11:00am

AIA Documents A201-2017 General Conditions.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

The Contract Documents, including the Exhibits attached to the Rider, 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

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Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

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

§ 8.1.3 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.

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

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

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ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

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§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

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

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

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

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and recommend to Owner the amounts due the Contractor in Certificates for Payment.

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

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor will respond to requests for submittals by the Architect within five (5) days after Architect's requests, The Contractor will provide mock-ups as directed by the Architect within five (5) days after Architect's requests.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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

ARTICLE 13 CHANGES IN THE WORK

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

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

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

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

ARTICLE 14 TIME

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

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

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

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§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

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§ 15.3 Applications for Payment

§ 15.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 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 believes is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Additionally, the issuance of a Certificate for Payment shall not preclude Owner from objecting to or withholding some or all amounts in any Application for Payment.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 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 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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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 suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When the Contractor disputes the Architect's or Owner's decision regarding an Application for Payment under Section 15.4.2 or Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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.

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

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 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.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

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§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation of the Architect's belief that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance

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has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 See Exhibit D to the Rider.

§ 17.1.2

(Paragraphs deleted)

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.3 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

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

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Ken Carney, Chair
City of West Haven ARPA Committee
355 Main Street
West Haven, CT 06516

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Vlad Ablozhey
4 You LLC

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1039 Racebrook Road
Woodbridge, CT 06525

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven (7) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or thirty (30) days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

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§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case, not more than ten (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 21.3.

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

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

(Paragraphs deleted)

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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


(Table deleted)

City of West Haven

The Imperial Company Restoration Contractor, Inc.

Init.

By: _____
Dorinda Borer
Mayor

By: 
Vlad Ablozhey
Its Co-Owner
Duly Authorized

Approved as to form.

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

Init.

Additions and Deletions Report for AIA® Document A104® – 2017

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PAGE 1

AGREEMENT made as of the 4 day of 2024 in the year 2024

...

The City of West Haven
355 Main Street, 3rd Floor
West Haven, Connecticut 06516

...

4 You LLC
1039 Racebrook Road
Woodbridge, CT 06525

...

City Hall Windows Replacement Project
355 Main Street
West Haven, Connecticut 06516

...

Hoffman Architects & Engineers, Inc.
265 Church Street, 16th Floor
New Haven, Connecticut 06516

This ARPA-funded Project entails the replacement of windows at the City Hall in West Haven, Connecticut and related scope of work as referenced in Exhibit A to Rider No. 1 to this Agreement (the "Rider").

The Owner and Contractor agree as follows:follows:

PAGE 2

21 CLAIMS AND DISPUTES

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

...

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
PAGE 3

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

By the following date: X Not later than ninety (90) calendar days after the windows are delivered to Contractor, subject to Contractor's obligation to order the windows on or about the date of this Agreement.

...

~~§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.~~

...

Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be (~~\$~~) Two Hundred Ninety-Seven Thousand Six Hundred Eighty Dollars (\$297,680.00), which includes Work entailed in Contractor's Base Bid Amount, as well as Work entailed in Contractor's Supplemental Bid No. 1 – Horizontal Louver Blinds, as well as Work entailed in Contactor's Supplemental Bid No. 2 – Exterior Door and Frame Replacement, subject to additions and deductions as provided in the Contract Documents.

PAGE 5

~~§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)~~

...

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. ~~Documents, including the Owner's right to dispute all or any portion of any Applications for Payment as provided below.~~

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

month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than ~~the day of a fourteen (14) days before the last Thursday of a month, except to the extent the Architect or Owner objects to such Application for Payment within forty-five (45) days after the first Tuesday of the following month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the~~ to the Contractor within forty-five (45) days after the first Tuesday of the following month. If an Application for Payment is received by the Architect after the date fixed above, ~~payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~ the Application for Payment shall be deemed submitted in the following month.

...

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)[Intentionally Omitted].

...

% 1.00% per month

...

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

PAGE 6

~~Arbitration pursuant to Section 21.6 of this Agreement~~

Litigation in a court of competent jurisdiction

~~Other (Specify)~~

PAGE 7

~~Exhibit A, Determination of the Cost of the Work.~~

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

...

~~The Sustainability Plan:~~

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

...

~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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...

Rider, including all Exhibits thereto.

City of West Haven, Invitation to Bid, Bid # 2023-45, Part A – Abatement together with the Project Manual attached thereto, as well as all other documents issued by the City in connection therewith.

Bid Form Completed and Executed by Contractor in response to the Invitation to bid, dated January 16, 2024 ("Bid")

Agenda for Pre-Bid Meeting – Package B (Windows), December 8, 2023, 11:00am

AIA Documents A201-2017 General Conditions.

...

The Contract Documents, including the Exhibits attached to the Rider, form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

PAGE 13

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and ~~certify-recommend to Owner~~ the amounts due the Contractor ~~and will issue Certificates for Payment in such amounts in Certificates for Payment.~~

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

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor will respond to requests for submittals by the Architect within five (5) days after Architect's requests. The Contractor will provide mock-ups as directed by the Architect within five (5) days after Architect's requests.

...

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

PAGE 14

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

PAGE 15

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within ~~fourteen (14)~~ fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

PAGE 16

§ 15.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

...

§ 15.4.1 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 ~~determines-believes~~ is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Additionally, the issuance of a Certificate for Payment shall not preclude Owner from objecting to or withholding some or all amounts in any Application for Payment.

PAGE 17

§ 15.4.4 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under the Contractor~~ disputes the Architect's or Owner's decision regarding an Application for Payment under Section 15.4.2 or Section 15.4.3, in whole or in part, that party ~~the Contractor~~ may submit a Claim in accordance with Article 21.

...

§ 15.5.1 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.

PAGE 18

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation of the Architect's belief that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

PAGE 19

§ 17.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:~~

See Exhibit D to the Rider.

§ 17.1.2 ~~Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including~~

~~1~~ damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
~~2~~ personal and advertising injury;
~~3~~ damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
~~4~~ bodily injury or property damage arising out of completed operations; and
~~5~~ the Contractor's indemnity obligations under Section 9.15. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.~~

~~§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 17.1.5 Workers' Compensation at statutory limits.~~

~~§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.~~

~~§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.~~

~~§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for~~

claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

~~§ 17.1.13~~ Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

~~§ 17.1.14 Other Insurance Provided by the Contractor~~

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

Coverage

Limits

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

~~§ 17.2.1 Owner's Liability Insurance~~

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

~~§ 17.2.2 Property Insurance~~

~~§ 17.2.2.1~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

~~§ 17.2.2.2~~ Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

~~§ 17.2.2.3~~ If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

~~§ 17.2.2.4~~ If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

~~§ 17.2.2.5~~ Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

~~§ 17.2.2.6~~ Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

~~§ 17.2.2.7 Waiver of Subrogation~~

~~§ 17.2.2.7.1~~ The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~§ 17.2.2.7.2~~ If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

~~§ 17.2.2.8~~ 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

~~§ 17.2.3 Other Insurance Provided by the Owner~~

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

Coverage	Limits
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PAGE 20

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.

...

Ken Carney, Chair
City of West Haven ARPA Committee
355 Main Street
West Haven, CT 06516

...

Vlad Ablozhey
4 You LLC
1039 Racebrook Road
Woodbridge, CT 06525

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

PAGE 21

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of ~~30~~thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of ~~30~~thirty (30) days, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

...

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven (7) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or ~~30~~thirty (30) days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

PAGE 22

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within ~~21~~twenty-one (21) days after occurrence of the event giving rise to such Claim or within ~~21~~twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any ~~ease case~~, not more than ~~10~~ten (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 21.3.

...

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction

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

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 21.9 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 under applicable law in any court having jurisdiction thereof.~~

...

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

City of West Haven

(Printed name and title)

The Imperial Company Restoration Contractor, Inc.

By: _____

Dorinda Borer

Mayor

By: _____

Vlad Ablozhey

Its Co-Owner

Duly Authorized

Approved as to form.

Mark J. Malaspina

Carmody Torrance Sandak & Hennessey LLP

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:52:21 ET on 03/04/2024 under Order No. 4104243362 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

~~3/4/24~~ Co-Owner

(Dated)

3/4/24

**RIDER NO. 1 TO AGREEMENT (the "A104") BETWEEN the CITY of WEST HAVEN
("OWNER") AND 4 YOU LLC ("CONTRACTOR") (AIA DOCUMENT A104-2017) DATED
March 4, 2024 (this "RIDER")**

This Rider is attached to and made a part of the above-referenced Agreement. The following Exhibits are attached to and made a part of this Rider:

- **Exhibit A**, Scope of Work;
- **Exhibit B**, Listing of Contractor's Employees Assigned to the Work;
- **Exhibit C**, Contractor's Schedule for Performance;
- **Exhibit D**, Insurance Requirements; and
- **Exhibit E**, Federal Funding Requirements

Capitalized terms used but not defined in this Rider shall have the meaning given in the Agreement to which this Rider is attached and made a part of. References in this Rider to this Agreement mean such Agreement as amended by this Rider.

1. General/Document Hierarchy/Cross-References in A104. If any of the provisions of this Rider, including the Exhibits attached hereto and made a part hereof, conflict with or are otherwise inconsistent with the A104 to which this Rider is attached, the Specifications, and other Contract Documents, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Contractor. To the extent the A104 cross-references other AIA documents, such cross-referenced AIA documents shall be deemed to be to any agreement(s) that may be entered into between the Owner and any Contractor or Construction Manager for this Project, whether such agreements are AIA forms or otherwise. If any provisions of the Exhibits attached to and made a part of this Rider conflict with or are otherwise inconsistent with the provisions of the body of this Rider or with each other, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Contractor. If any of the provisions of the Contract Documents are inconsistent but there is no applicable stricter standard among them, the following priority of Contract Documents shall apply: First, this Rider; second, the Exhibits to this Rider; third, the A104; fourth, the Drawings; fifth, the Specifications; and sixth, the other Contract Documents.

2. Professional Services to be Rendered:

(a) **The Work of This Contract.** The following new § 1.1 is hereby added to the A104:

(i) New § 1.1: "**Contractor's Responsibilities.** It is the intention of this Agreement that the Contractor shall provide for all necessary and appropriate construction services required for the construction and completion of the Work, in accordance with the Scope of Work, **Exhibit A** to the Rider, through and including Work closeout, whether specifically identified in this Agreement, and Construction Documents or the requirements reasonably implied or inferred therefrom. The schedule for the Work is set for in **Exhibit B** to the Rider."

(ii) New §1.2: “**Standard of Care.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by Contractors practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project and the Standard of Care.”

3. Claims and Disputes.

(a) §21.11 of the A104 is hereby amended to include the following as the last sentence of the last paragraph thereof: “Notwithstanding the foregoing, no such waiver shall be applicable to indemnification requirements under § 5 of the Rider, or in the event of claims covered by insurance, to the extent such coverage is responsive and available.”

4. Dispute Resolution.

(a) § 5.1 of the A104 is hereby deleted in its entirety and replaced with the following new §5.1:

“Mediation shall be required and shall be before JAMS or like organization as may be agreed to by the parties. If mediation fails to resolve the parties’ dispute, either party may litigate the matter in any state or federal court located in the City of New Haven.

Contractor agrees that, to the extent necessary for, or in connection with, the resolution of any other claims involving Owner or the Project, Contractor, Contractor’s Consultants and any claims by or against either of them, may be joined in any separate arbitration or legal proceeding, upon Owner’s written request.”

5. Indemnification. § 9.15.1 of the A104 is hereby deleted in its entirety and replaced with the following new §9.15.1: “To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, the Architect, Architect’s consultants, and agents and employees from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney’s fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Work.”

6. Termination of the Contract.

(a) Modifying A104 §20.1: If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days, the Contractor shall provide Owner with a written notice to cure. If the Owner fails to make payment of such sums properly due to the Contractor within fifteen (15) days of such written notice, the Contractor may, upon seven (7) additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

(b) The following new § 20.4 is hereby added to the A104: “Termination, suspension or abandonment by the Owner shall not give rise to any cause of action or claim against the Owner for any damages of any nature whatsoever, or for extra compensation or loss of anticipated profits. The Contractor shall be entitled only to amounts due to it in accordance with this Article 20. Termination of this Agreement for any reason shall not release the Contractor from any of its obligations under this Agreement existing at the time of termination.”

7. Progress Payments. The following new § 21.1.1 is hereby added to the A104: “If a dispute arises between the Owner and the Contractor with respect to the Contractor's compensation or any term of this Agreement, notwithstanding any provision of the A104, the Contractor shall continue to fully perform under this Agreement if the Owner makes timely payment of fees and reimbursements in accordance with the payment provisions of this Agreement. If the dispute relates to fees, the Contractor shall be obligated to continue to perform provided that the Owner pays those particular fees are not subject of the dispute.”

8. Additional Provisions Regarding Compensation. A104 Article 3 is hereby modified, as follows:

(a) Compensation for Supplemental and Additional Services. The following new § 3.4.4 is hereby added to the A104: “A condition of compensation for such services is that the Contractor has advised the Owner in writing before such services are performed that they are beyond the scope of this Agreement, and such services have been specifically authorized by the Owner in writing to the Contractor in advance of their performance. The Contractor shall keep detailed records of all time spent by the Contractor's employees in performance of such services; provided that, notwithstanding anything to the contrary in the Agreement, and without limiting the Owner's other available rights and remedies at law or in equity, Contractor shall not be compensated for any services, including without limitation for Supplemental Services or Additional Services, arising out of Contractor's negligence or breach of any of its obligations under this Agreement.”

(b) Payment/Contractor's Records. The following new § 4.1.6 is hereby added to the A104:

“(i) The Contractor shall submit monthly Applications for Payments to the Owner or upon some other time basis mutually agreed upon in writing. Each invoice shall include a detailed statement of services for which compensation is sought and expenses for which reimbursement is sought, together with such other substantiation as the Architect or Owner shall require. Each Application for Payment shall include all items of services sought by the Contractor for compensation and for expenditures incurred through the date of services covered by the Application for Payment. The Contractor shall submit its final Application for Payment no later than thirty (30) calendar days after final completion of the Work.

(ii) The Contractor shall maintain, and shall require its consultants to maintain, accurate records, on an accounting basis acceptable to the Owner, of costs and expenses incurred by it and the exact hours worked by its personnel. On reasonable notice from the Owner, when applicable to services provided on an hourly basis or reimbursable expenses approved by the Owner, these records shall be available at the Contractor's office during business hours for audit and copying by the Owner. The Contractor shall retain these records for six (6) years after its receipt of final payment.

(iii) Each Application for Payment by the Contractor shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Agreement remains true and correct in all material respects."

9. Personnel Assigned to Work. The following new § 19.7 is hereby added to the A104: "To the fullest extent reasonably necessary to achieve the timely and proper performance of the Contractor's obligations under this Agreement, the individuals listed in **Exhibit B** to the Rider shall devote their full time and effort to the Work while employed by the Contractor, and they may not be removed from the Work or replaced by the Contractor to the extent they continue to be in the employ of the Contractor, without the Owner's prior written consent, which consent shall not be unreasonably withheld. The Owner reserves the right to require the removal of any personnel of the Contractor involved with the Work if, in the reasonable judgment of the Owner in consultation with the Contractor, such individual's performance is unsatisfactory. The Contractor shall investigate such request and shall submit to Owner, for Owner's consent, which consent shall not be unreasonably withheld, the name of an individual Contractor suggests as a replacement."

10. Rules of Interpretation. As used in the Contract Documents, the terms "include", "including", and words of similar meaning shall mean without limitation. As used in the Contract Documents, the singular shall include the plural and vice versa, and reference to any gender shall mean the applicable gender.

11. Insurance. The Contractor shall furnish and maintain the insurance coverages set forth in **Exhibit D** to this Rider in accordance with the requirements therein. If the Contractor fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall promptly pay the cost thereof to the Owner and supply any information needed to obtain such insurance upon demand.

12. Compliance with Federal Funding Requirements. This Project is being funded using federal funds. This Agreement and the Contractor's obligations under this Agreement are subject to any and all applicable federal funding requirements. Without limiting the generality of the foregoing, **Exhibit E** hereto sets forth certain federal funding requirements for this Agreement and the Project.

13. Wage Rates. Pursuant to Connecticut General Statutes Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(i) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of West Haven. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

14. Other Provisions

(a) **Notices.** The following new §7.9.3 is hereby added to the A104: "All notices shall be in writing and shall be delivered personally, by recognized overnight courier service, or by

registered or certified mail, return receipt requested at the respective address for notice for each party as set forth below. Notice shall be effective on the date of delivery, or if delivery is refused, on the date of attempted delivery. Either party may change its address for notices by notifying the other party in accordance with this Section. Addresses for notice:

Owner:
City of West Haven
355 Main Street
West Haven, CT 06516
Attn: Ken Carney, Chair, ARPA Committee

Contractor:
4 You LLC
1039 Racebrook Road
Woodbridge, CT 06525
Attn: Vlad Ablozhey

(b) No Waiver. The following new §19.8 is hereby added to the A104: “No waiver of default hereunder shall be construed as a waiver of any subsequent default.”

(c) Counterparts. The following new §19.9 is hereby added to the A104: “This Agreement, including the Rider attached hereto, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.”

(d) Compliance with Laws. In addition to complying with the provisions of § 12 of this Rider, the Contractor shall comply with all laws, rules, regulations, codes and ordinances applicable to its obligations under this Agreement.

(e) Work Coordination. Contractor shall coordinate its work with Owner’s abatement contractor and shall ensure that no window opening is without a permanent window or substitute approved by the Chair of the Owner’s ARPA Committee at the end of each workday.


(f) Rates. Rates for out-of-scope work shall be as set forth in Contractor’s Bid Form. No overtime shall be charged without the prior written consent of the Owner’s ARPA Committee Chair. Out-of-scope work charged at hourly rates shall be subject to “not-to-exceed” amounts.

THE TERMS AND CONDITIONS OF THIS RIDER NO. 1 ARE HEREBY AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER:
City of West Haven

CONTRACTOR:
4 You LLC

By: _____
Dorinda Borer
Mayor

By: _____

Vlad Ablozhey
Its Co-Owner
Duly Authorized

Approved as to form.

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

EXHIBIT A

SCOPE OF WORK

The Work shall include the equipment, materials, and services stated in Owners' Invitation to Bid, Bid #2023-47, City Hall Window Replacement-Window Re-Bid dated [] [], 2023, as well as all other documents and materials issued thereunder, including the Project Manual dated October 12, 2023, attached to the Invitation to Bid, Contractor's Bid Form (excluding Supplemental Bid No. 3), as well as all other Contract Documents, copies of which are on file in the Owner's ARPA Committee office located at City Hall, 355 Main Street, West Haven, Connecticut 06516.

EXHIBIT B

THE CONTRACTOR'S PERSONNEL ASSIGNED TO THE WORK

Superintendent, who shall be present on-site during performance of all of the Work

at the site:

Vlad Ablozhey

EXHIBIT C

SCHEDULE OF THE CONTRACTOR'S PERFORMANCE

<u>Start Date</u>	<u>Task</u>	<u>Duration</u>
Effective Date of Agreement	Order windows	90 days
Upon Contractor's receipt of windows	Site mobilization, commencement and completion of Work at site	90 days

EXHIBIT D
INSURANCE

Prior to the commencement of the work, and as a condition of site access, the Contractor (referred to hereinafter as the “*Contractor*”) shall deliver to the City of West Haven (referred to hereinafter as the “*Owner*”) a valid and currently dated Certificate of Insurance (“COI”).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability (“CGL”) -- Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

1. Business Auto/Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** on the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Workers Compensation/Employers Liability Insurance:

- Coverages and limits as required by Connecticut State law
- Employer's Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Professional Liability Insurance-- Minimum Limits required:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

4. Umbrella Liability/Excess Liability-- Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to the Owner.

EXHIBIT E

FEDERAL FUNDING REQUIREMENTS

For purposes of this Exhibit E, the term “contract” shall mean “Agreement”, and the term “contractor” shall mean “Contractor”. For convenience, reference to any gender herein means the applicable gender.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or 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 setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
6. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the City directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the City shall prohibit vendors from directly or indirectly charging the City for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Work, or any portion thereof.

Ad Order Number

0002815498

Sales Rep.

mhutchings

Order Taker

mhutchings

Ordered ByTAMMY OCONNELL, EMAIL **Phone:** 2039373619**Order Source**

Phone

Customer Account

277191

Customer Information

WEST HAVEN PURCHASING DEPT.

355 MAIN ST

WEST HAVEN CT 06516

USA

Fax:**Email:** toconnell@westhaven-ct.gov
(Invoices/Payments)**Ad Cost**

\$449.72

Payment Amt

\$0.00

Amount Due

\$449.72

Blind Box**Materials****Order Notes**

BID# 2023-47

Ad Number

0002815498-01

External Ad #**Ad Type**

Legal Liners

Ad Size

2 X 46 li

Pick Up Number**PO Number**

BID# 2023-47

Color

\$0.00

Color Requests**Product and Zone**

New Haven Register

Inserts

1

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

12/19/2023

Product and Zone

nhregister.com

Inserts

1

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

12/19/2023

Ad Content Proof

Note: Ad size does not reflect actual ad

**CITY OF WEST HAVEN
INVITATION TO BID**

BID# 2023-47

CITY HALL WINDOW REPLACEMENT - WINDOWS RE-BID

BID CLOSING DATE: JANUARY 16, 2024 AT 2:00PM

The City of West Haven (here after referred to as, "The City") is soliciting an Invitation to Bid for window replacement at City Hall, 355 Main Street, West Haven, CT. **THE WORK BEING RE-BID IS FOR WINDOWS ONLY, NOT ABATEMENT.**

The Bid Form must be submitted to the City of West Haven, Purchasing Department, 355 Main Street, 3rd Floor, West Haven, CT 06516, Attention: Tammy O'Connell, Procurement Specialist. Responses are due no later than Tuesday, January 16, 2024 at 2:00pm. Respondents are required to submit the Bid Form in a sealed envelope that is clearly marked, "BID# 2023-47 City Hall Window Replacement - Windows Re-Bid". Submissions received after the scheduled due date and time shall not be accepted or considered, they will be rejected.

No oral, telephonic, emailed, or faxed submissions shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any submission, shall be accepted. The City reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. The City also reserves the right to reject any or all submissions if it deems such to be in the best interest of the City of West Haven. **Requests for information will be accepted via email at toconnell@westhaven-ct.gov until Friday, January 12, 2024.** The complete Invitation to Bid, including specifications and drawings are available on our city website: www.cityofwesthaven.com

Tammy O'Connell
Procurement Specialist



**CITY OF WEST HAVEN
FINANCE DEPARTMENT
355 MAIN STREET, 3RD FLOOR
WEST HAVEN, CONNECTICUT 06516**

**DAVID TAYLOR
DIRECTOR OF FINANCE**

**PHONE 203-937-3620
FAX: 203-937-3621**

February 9, 2024

4 You, LLC
1039 Racebrook Rd.
Woodbridge, CT 06525
Attn: Vlad Ablozhey

RE: 2023-47 City Hall Window Replacement (WINDOWS RE-BID)

Dear Mr. Ablozhey,

We are pleased to inform you that 4 You, LLC has been awarded the following bid:
2023-47 City Hall Window Replacement (WINDOWS RE-BID). Congratulations!
We will be reaching out to you soon, to discuss next steps.

Sincerely,

Tammy O'Connell

Tammy O'Connell
Procurement Specialist

4 YOU LLC

Established: June 2, 2006

1039 Racebrook Rd.
Woodbridge CT 06525



4 You LLC is a full-service construction company specializing in residential and commercial projects. We offer a wide range of services, from design and build to renovations and additions. We are proud to be a business with a commitment to quality workmanship and customer satisfaction.

Our Services:

- New construction
- Renovations and additions
- Kitchens and bathrooms
- Basements and decks
- Roofing and siding
- Windows and doors
- Painting and flooring
- And more

Our Team:

Our team of experienced professionals is dedicated to providing our clients with the highest quality service. We are licensed and insured, and we use only the best materials and equipment.

Our Commitment:

We are committed to building lasting relationships with our clients. We believe that communication is key, and we will always keep you informed throughout the construction process. We are also committed to safety, and we have a comprehensive safety program in place to protect our employees and clients.

Credentials:

- HIC.0811384
- SAM UEI # TWX7NTMNKY23
- Lead Abatement and RRP Certified
- DAS Certified

Contact:

Office infoforyoullc@gmail.com

Vlad Ablozhey 646-243-9717 vladforyoullc@gmail.com

Olegs Volincuks 703-923-7876 olegforyoullc@gmail.com

Division 0 – Procurement and Contracting Requirements

Section 00 41 00 – Bid Form

PART 1 - GENERAL

1.1 PROJECT INFORMATION

Project Name:	City Hall Window Replacement ARPA# 2022-014 – Package B
Project Location	355 Main Street West Haven, CT 06516
Owner:	City of West Haven 355 Main Street West Haven, CT 06516
Owner's Representative:	Ken Carney ARPA Chairman 355 Main Street West Haven, CT 203-530-0006
Architect:	Hoffmann Architects + Engineers 265 Church Street, 16 th Floor New Haven, CT 06510 203-239-6660
Architect's Project Number.	223023

1.2 FORM OF BID

(Contractor's Letterhead)

DATE

Tammy O'Connell
Procurement Specialist
City of West Haven
355 Main Street
West Haven, CT 06516

Email: tconnell@westhaven-ct.gov

Re: ARPA# 2022-014 / 223023
Invitation to Bid
City Hall Window Replacement
West Haven, CT

Dear Ms. O'Connell:

Having received the Contract Documents entitled City Hall Window Replacement, APRA# 2022-014 – Package B, and Addendum (Addenda) numbered n/a, we have examined them and apprised ourselves of the requirements, scope, extent, materials and methods; have visited the site of the Work and familiarized ourselves with all conditions that might affect our operations, and have determined the involved quantities; we agree to provide all equipment, tools, materials and labor, and required protective measures necessary for:

The Work of this Contract, hereinafter referred to as "the Work", generally includes, but is not necessarily limited to, the following major elements:

BASE BID

A. Base Bid – Summary of Work

1. Coordinated with Work of Contract entitled "City Hall Window Replacement, ARPA #2022-014 – Package A.
2. Removal of all existing horizontal and vertical window blinds.
3. Removal and salvage of existing interior wood finishes as required to facilitate window replacement work scope.
4. Preparation of existing masonry openings as required to receive new window assemblies.
5. Prepare, prime and paint existing steel lintels.
6. Furnish and install new single-hung, awning and fixed vinyl window assemblies.
7. Furnish and install metal sill flashing pans.
8. Furnish and install cellular PVC interior and exterior trim.
9. Painting of new cellular PVC trim.
10. Cleaning of existing stone and composite window sills
11. Remove and dispose of exterior asbestos and PCB contaminated materials
12. Off-site disposal of all removed materials.
13. All other work necessitated by these operations and all other work called for by the Contract Documents.

For the Lump Sum Base Bid Amount of: Two Hundred Fifty Five Thousand
Three Hundred Seventy Dollars (\$ 255,370.00)

B. Base Bid – Breakdown

Division 0 - Procurement and Contracting Requirements	<u>\$ 6,000.00</u>
Division 1 – General Requirements	<u>\$ 90,000.00</u>
Division 2 – Existing Conditions	
Section 02 40 00 – Selective Demolition	<u>\$ 33,200.00</u>

Division 6 – Wood, Plastics and Composites

06 10 00 – Rough Carpentry	\$ 8,000.00
06 45 20 – Finish Carpentry	\$ 25,200.00

Division 7 – Thermal and Moisture Protection

07 60 00 – Flashing and Sheet Metal	\$ 16,600.00
07 92 00 – Joint Sealant	\$ 8,300.00

Division 8 – Openings

08 53 13 – Vinyl Windows	\$ 43,170.00
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Division 9 – Finishes

09 90 00 – Painting and Coating	\$ 24,900.00
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Lump Sum Base Bid Amount	\$ 255,370.00
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1.2 SUPPLEMENTAL BID NO. 1 – HORIZONTAL LOUVER BLINDS

1. The Work of Supplemental Bid No. 1, hereinafter referred to as "the Work", generally includes, but is not necessarily limited to, the following major elements:
2. Furnish and install new aluminum horizontal louver blinds at all windows.
3. Off-site disposal of all removed materials.
4. All other work necessitated by these operations and all other work called for by the Contract Documents.

For the Lump Sum Bid Amount of: Thirty Seven Thousand Three Hundred Fifty
Dollars (\$ 37,350.00)

1.3 SUPPLEMENTAL BID NO. 2 – EXTERIOR DOOR AND FRAME REPLACEMENT

1. The Work of Supplemental Bid No. 2, hereinafter referred to as "the Work", generally includes, but is not necessarily limited to, the following major elements:
2. Preparation of existing masonry opening as required to receive new door and frame assembly.
3. Furnish and install new hollow metal door and frame assembly including but not limited to doors, frame, door hardware and threshold.
4. Preparing and painting of new hollow metal door and frame assembly
5. Off-site disposal of all removed materials.
6. All other work necessitated by these operations and all other work called for by the Contract Documents.

For the Lump Sum Bid Amount of: Four Thousand Nine Hundred Sixty
Dollars (\$ 4,960.00)

1.4 SUPPLEMENTAL BID NO. 3 - LIMESTONE PANEL REPOINTING

1. The Work of Supplemental Bid No. 3, hereinafter referred to as "the Work", generally includes, but is not necessarily limited to, the following major elements:
2. Cut out and remove existing mortar joints at perimeter of limestone panes below first floor windows.
3. Prepare joints to receive new joint material
4. Repointing of mortar joints in limestone panels.
5. Off-site disposal of all removed materials.
6. All other work necessitated by these operations and all other work called for by the Contract Documents.

For the Lump Sum Bid Amount of: _____

Thirty Five THousand Four Hundred Eighty Dollars (\$ 35,480.00)

SUPPLEMENTAL WORK

Supplemental work, if required, will be performed at the following journeymen rates:

Mason	\$ 75.00
Carpenter	\$ 75.00
Drywall Hanging	\$ 60.00
Taping/Drywall Finishing	\$ 60.00
Laborer	\$ 55.00

OVERTIME WORK

Overtime work, if required, will be performed at the rates indicated on the attached prevailing wage rate schedule. (Contractor to submit rate schedule with the proposal).

OVERHEAD AND PROFIT

Should a change in the Work be required by either party that will require a revision to the Contract Sum, overhead and profit will be computed as follows:

Labor Overhead and Profit	15	%
Material Overhead and Profit	10	%
Markup on Subcontractors	10	%

CONTRACT TIME

I (We) will commence work within number (10) days following the receipt of an official written order from you to proceed

I (We) will complete the work within 90 calendar days.

DEFECTIVE DOCUMENTS

Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which they are aware, either directly or by notification from any sub-bidder or material supplier found in the Bidding/Contract Documents are listed herewith in this Bid Form.

PROJECT REFERENCES

Bidder shall submit the name, location, Owner and Architect for five (5) completed projects within the last five (5) years of similar nature and scope to project being bid.

1. Hartford Housing Authority Corry Hartline – (203)-537-4333
2. Middlefield Housing Authority Dina Jeffrey – (860)-918-4122
3. Baldwin Center / Town of Stratford Bryan Snyder – (203)-243-3346
4. Walsh School / City of Waterbury Mike Konopka – (203)-558-0833
5. Norwich Housing Authority John Mainville – (860)-887-1605

LIST OF PROPOSED SUBCONTRACTORS

Bidder shall submit names and addresses of all proposed subcontractors. The Owner reserves the right, prior to award of contract, to reject any subcontractor.

1. In House Employees
2. _____
3. _____
4. _____
5. _____

Respectfully proposed by:

4 You LLC

If a Corporation

Company Name

Incorporated in the State or

1039 Racebrook Rd.

Commonwealth

Street Address

Woodbridge CT 06525

Of:

City, State, Zip Code

By:



On:

1/16/2024

Signature

(Date)

Vlad Ablozhey

(Corporate Seal)

Typed Name

Its:

Co-Owner

Title

Division 0 – Procurement and Contracting Requirements

Section 00 91 13 – Addenda

PART 1 - GENERAL

1.1 SUMMARY

- A. This specification section is intended to provide a common location for summary information for each addendum issued to modify the Bidding Documents. Each addendum summary will be issued as a separate page and will contain:

1. Addendum No. N/A
2. Date
3. General description of the addendum scope.
4. Instructions for filing revised Project Manual and Drawing pages.
5. A summary of changes to the Bidding Requirements, Contracting Requirements, and the Specifications for Construction Products and Activities.

End of Section



CITY OF WEST HAVEN
355 Main St
 West Haven, Connecticut 06516

**DISCLOSURE &
 CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	4 You LLC
Address:	1039 Racebrook Rd. Woodbridge CT 06525
Telephone and/or Fax #:	646-243-9717
Email Address:	infoforyoullc@gmail.com
Contact Person:	Vlad Ablozhey

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	County of
1.	Vlad Ablozhey <i>(type or print your name above)</i>
being first duly sworn, hereby deposes and says that:	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of <u>4 You LLC</u> <i>Insert Company Name above</i>
2b.	Or I am an individual and my name is: _____ <i>If an individual, insert your name above</i>
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).
4a.	<input type="checkbox"/> As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are
4b.	<input checked="" type="checkbox"/> The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.
4c.	<input type="checkbox"/> The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.
5.	<input checked="" type="checkbox"/> Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.
6.	Please select the applicable representation about the Contractor's business registration:
6a.	<input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: <u>0861859</u> <i>Insert State Registration # above</i>
6b.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: _____ <i>Insert State Registration # above</i>
6c.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of: _____ <i>Please insert State name above</i>
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A): _____	

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	N/A			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	N/A			
2				

9. The Contractor possesses an ownership interest in the following business organizations. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	N/A		
2			

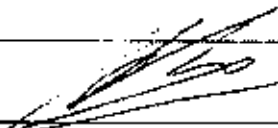
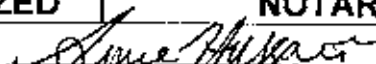
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	N/A			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

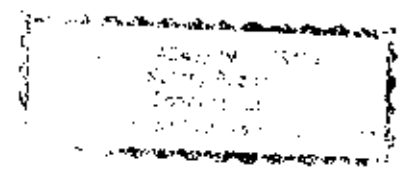
	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:				Co-Owner	
THIS FORM MUST BE NOTARIZED			NOTARY SEAL (if available)		
Signature of Notary:					
Subscribed and sworn to, before me on this:		16	Day of	January	2024
My Commission Expires:		SEP 30, 2025			

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



PROPOSERS NON COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

4 You LLC

Legal Name of Bidder


{signature}

Bidder's Representative, Duly Authorized

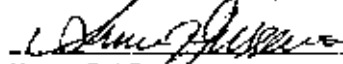
Vlad Ablozhey

Name of Bidder's Authorized Representative

Co-Owner

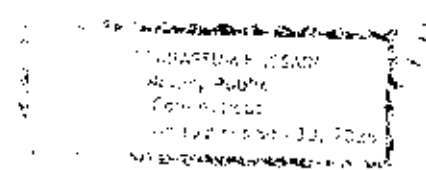
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 16 day of January, 2024



Notary Public

My Commission Expires: SEP 30, 2025



BIGBELLY TRASH RECEPTACLES

- Quote for purchase of 10 Sense Max Double Station trash receptacles
- Quote amount – \$69,487.10
- Funded through West Haven “nip money” received from State
- Purchased through cooperative contract FAC113Designated DEP
 - Bid Contract, Product specs and quote included in this packet.



Prices valid for 60 days from the above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Josh Erhard Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 (617) 691-5111 jerhard@bigbelly.com	City of West Haven West Haven, CT	City of West Haven

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
10	Sense Max/Element Double Station with Hopper, Chute, Foot Pedals, Message Panels, Partial Custom Wrap (Front Doors), and Five Year Warranty	\$66,417.10
10	Compactor Waste Liner Bags (box of 50)	\$462.00
10	Non-Compactor Recycle Liner Bags (box of 100)	\$638.00

Station pricing includes 2.5% volume discount based on quantity 20 component

Shipping & Handling (one time): \$1,970.00

Purchase Option	Total System Cost*:	\$69,487.10 USD
------------------------	----------------------------	------------------------

* Total does not include applicable sales or use taxes.

Sincerely, Josh Erhard
Bigbelly Solar, LLC

ACH Transfer Info: Cambridge Savings Bank • Acct Name: Big Belly Solar, LLC • Account # 11728865 • Routing # 211371120

Wire Transfer Info: Citibank • Acct Name: Cambridge Savings Bank • Account # 7116000000000093 • Routing # 031100209 • Int'l Swift # CITIUS33

Please include in wire payment notes: For Further Credit to 11728865, Big Belly Solar, LLC

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: _____	Title: _____
Print Name: _____	Date: _____

ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service providers must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability to perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

Bigbelly Sense Max

Built on Bigbelly's fundamentally better bin, the Sense Max is a 150-gallon (570 L) capacity, compacting bin with built-in LED indicators that provide bin fullness status at a glance - ideal for deployments where collection staff are nearby. The Sense Max can be deployed standalone or in combination with any other Bigbelly bin type to form a multi-stream kiosk.

With its fully-enclosed Hopper disposal interface, the Sense Max is uniquely equipped to keep waste contained and out of sight, even from trash pickers. The integrated compactor provides 5-10x greater capacity compared to traditional waste bins and is designed for high-waste volume locations.

The Sense Max is equipped with sensors that monitor and indicate fullness level. The Sense Max can be solar-powered for outdoor use or AC-powered for indoor use.

Waste Interfaces and Streams

Hopper, Chute, or Open Disposal Interface
Waste, Single-Stream Recycling, or Compost

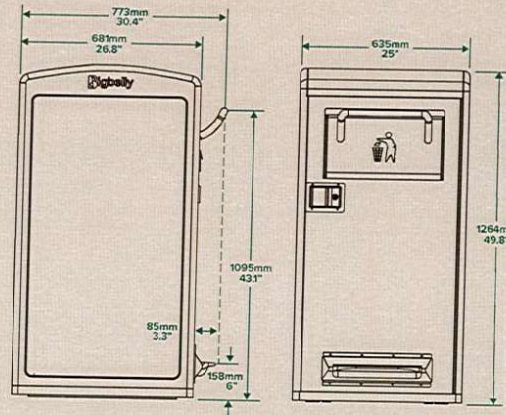


Hopper Disposal Interface
with Foot Pedal



Chute Disposal Interface
with Foot Pedal

Technical Specifications



Overall Machine Dimensions

- Height: 49.8" (1264 mm)
- Width: 25" (635 mm)
- Depth: 26.8" (681 mm)
- Handle Height (ADA Compliant): 43.1" (1095 mm)
- Weight: 270 lbs (122 kg)
- Shipping weight: 300 lbs (136.08 kg)
- Bin Volume (Hopper or Chute): 32 gal (120 L) compacted trash; approx. 150 gal (568 L) uncompacted trash.
- Bin Dimension: 24" x 20.4" x 21.65" (609 mm x 518 mm x 549 mm)

Disposal Interface Dimensions

- Hopper Opening: 16.5"W x 5"H x 8"D (419 mm x 127 mm x 203 mm)
- Chute Opening: 16"W x 5.5"H x 15"D (406 mm x 140 mm x 381 mm)

Bigbelly



Bigbelly Sense Max



FULLY ENCLOSED



FULLNESS INDICATOR



COMPACTOR

Technical Specifications - Continued

Bigbelly Sense Max Features

- Bigbelly's fully-enclosed Hopper disposal interface, standard on Sense Max bins, eliminates visible waste, rat and pest access, windblown litter, and prevents strewn litter caused by trash picking. The Hopper incorporates a 70° dump angle which reduces waste disposal jams.
- Embedded sensors detect fullness level.
- LED indicators on the front of the Sense Max display readiness to collect status (fullness level), machine status, and error codes.
- Unique built-in compaction technology delivers a 5-10x compaction ratio due to superior compaction penetration (ram travels to 9" from bottom of bin).
- The integrated Foot Pedal provides hands-free use.

Safety Features

- CE marked
- Hopper disposal interface provides a physical barrier between the user and the compacting mechanism
- Soft-open Hopper response with use of Foot Pedal
- Interlocked access doors protect users and service personnel
- Collection door automatically locks when closed
- No pinch points, sharp edges or corners

Durability

- Weather-resistant, UV-stabilized polyester powder-coat finish on all exterior parts
- Electronic components temperature range of -40°F to +185°F (-40°C to +85°C)
- Fully weatherized; in the event of a flood, the bin can withstand:
 - Up to 20" (508 mm) of water without harming the electronics
 - Up to 36" (915 mm) of water with only minor damage to electronics

Materials

- RoHS compliant
- Galvanized sheet metal steel interior and exterior construction
- Heavy-duty, recycled plastic side panels for dent and scratch resistance
- Leak-proof interior bin made of low-density polyethylene (LDPE) plastic

Power and Electronics

- Average operation uses less than 3 Wh energy per day, ensuring performance in any location, including in shade and under cloud cover
- Patented Skip-a-Cycle™ energy management technology protects against battery damage
- 28 Ah sealed lead acid, maintenance-free, extended life battery with insulation for optimized performance (average lifespan 5-8 years)
- Solar panel (up to 40 W)
- Solar panel protected by polycarbonate bubble
- Self-powered unit requires no wiring

Options and Accessories

- Chute disposal interface
- Custom Graphic Wraps, Message Panels, and Stickers
- Wheeled Interior Lift Bin (bar and comb styles)
- AC Adapter for indoor use
- Ashtray and Stub-out Plates
- Security Plates
- Odor Mask



ARPA SUPPORT FOR THE ARTS GRANT

- Agreement between the City of West Haven and the Arts Council of Greater New Haven, Inc.
 - Contract Amount – \$135,000
 - \$116,250 for Micro-Grants
 - \$18,750 Administrative fees for ACGNH
 - Public RFP #2023-24
 - RFP issued August 8, 2023
 - Proposal received August 22, 2023
 - 1 bid received.
 - Evaluation and recommendation of award performed by West Haven ARPA Committee, UHY Advisors and ARPA legal counsel
- Full contract included in attachment.



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is dated as of March 14, 2024, and will become effective upon satisfaction of the conditions precedent set forth in Section (the “Effective Date”) and made by and between the **CITY OF WEST HAVEN** (the “City”), a Connecticut municipality with an address at 355 Main Street, West Haven, Connecticut 06516, and the **ARTS COUNCIL OF GREATER NEW HAVEN, INC.** (the “Contractor”), with an address at 70 Audubon Street, 2nd Floor, New Haven CT 06510 (each a “Party” and collectively, the “Parties”).

In consideration of the covenants and conditions set forth herein, the Parties agree as follows:

SECTION 1: SERVICES. City hereby engages Contractor for services to promote and further the arts in the City of West Haven, including, without limitation, support for artists who are City of West Haven residents, to help arts in the City of West Haven recover from the Covid-19 pandemic and to pay for fees and costs to promote the arts in the City of West Haven in accordance with the scope of work described in Attachment I attached hereto and made a part hereof (the “Services”).

SECTION 2: TERM. The term of this Agreement shall commence upon satisfaction of all conditions precedent set forth in Sections 17 and 18 below, and shall terminate on the earlier to occur of (a) payment of all sums due and payable under this Agreement under or (b) September 1, 2024, time being of the essence.

SECTION 3: EXPENSES; WORK SCHEDULE; WORK LOCATION. City shall not be liable to Contractor for any expenses incurred by Contractor in the performance of the Services under this Agreement unless the Parties explicitly agree otherwise in writing. This includes, without limitation, automobile and transportation expenses. Subject to performing the Services, any time off, including weekends and vacations, as well as work location, will be solely and entirely at Contractor’s discretion.

SECTION 4: INDEPENDENCE. Contractor shall at all times exercise independent judgment and control in the execution of any work, job or project that Contractor accepts. Contractor will determine the methods, details, and means of performing the Services, subject to the guidelines set forth in this Agreement. Upon completion of Services and upon expiration or earlier termination of this Agreement, Contractor shall transfer all data and documents associated with Contractor’s work under this Agreement to City.

SECTION 5: INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor, its directors, officers, principals, employees or agents (each a “Contractor Party”). Both Parties acknowledge that no Contractor Party shall be an employee of City for state or federal tax purposes. As an independent contractor, Contractor shall be solely responsible for filing all tax returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement. City will not make any contributions or withholdings on Contractor’s behalf for federal or state taxes. City also will not make unemployment insurance contributions nor obtain workers’ compensation insurance on behalf of Contractor. Contractor will not take any action or make any statements contradictory or inconsistent with its status as an independent contractor. Contractor shall not be eligible under this Agreement to participate in any City-provided benefit, if any, including, without limitation, any retirement plan or group health insurance, and Contractor shall have no claim against City for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability insurance benefits, unemployment insurance benefits, or employee benefits of any kind. As an independent contractor, Contractor is not prohibited from working for other persons or entities, provided that Contractor’s performance of such other work does not interfere or conflict with Contractor’s obligations to City under this Agreement.

SECTION 6: STANDARD OF PERFORMANCE. Contractor will at all times provide the Services

with a high level of competence, professionalism and care. Contractor agrees that the Services will be performed in a prompt, courteous, expeditious and professional manner in accordance with applicable law and City's requirements governing the work. Contractor represents and warrants to the City that the performance of its obligations under this Agreement does not violate any agreement or obligation between Contractor and any third party.

SECTION 7: NO AGENCY. Neither Party shall, without written consent of the other, pledge the name or credit of the other or incur debts, obligations, or liabilities for which the other will be charged. Contractor is not required to purchase or rent any products, equipment, or services for City as a condition of entering into this Agreement. Neither Party shall make any representation or enter into any contract or commitment on behalf of the other Party for any purpose without the prior written consent of the other Party, which may be granted or withheld in the other Party's sole and absolute discretion.

SECTION 8: PAYMENTS TO CONTRACTOR. Using the cost reimbursement method of payment, City shall pay Contractor the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) total for all Services performed under this Agreement, in accordance with the budget set forth in Attachment II attached to and made a part of this Agreement (the "Budget"). Contractor shall provide invoices monthly on or before the last Thursday of each month for reimbursement of fees paid by Contractor during the immediately prior month. To the extent amounts invoiced by Contractor under this Agreement are in accordance with the requirements of this Agreement, such amounts shall be paid within forty-five (45) days after the first Tuesday of the month after the month in which the City receives an invoice. Contractor's invoices will state the period for which reimbursement is being requested and will itemize the cost by budget category per the Budget. No funds to reimburse microgrants made pursuant to this Agreement shall be payable under this Agreement except for microgrants awarded on or before July 30, 2024 and made (paid) on or before September 1, 2024. City will provide Contractor an Internal Revenue Service Form 1099-MISC in connection with the payments provided hereunder.

SECTION 9: INDEMNIFICATION. To the fullest extent allowable by law, Contractor shall be responsible for all loss or damage originating from, or in connection with, the performance of Contractor's obligations hereunder and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom, and Contractor agrees to the fullest extent allowable by law to defend, indemnify and hold City and its respective officers, directors, employees, successors and assigns harmless against all losses, liabilities, damages, fees, costs and expenses of whatever form, including actual attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of any acts or omissions of Contractor or any other Contractor Party, including, but not limited to: (i) breach of any of Contractor's obligations under this Agreement, (ii) Contractor's representations and warranties in this Agreement being untrue in any material respect; or (iii) violation by Contractor or any other Contractor Party of any applicable law, rule, regulation or order.

SECTION 10: NO WAIVER. No failure or successive failure on the part of either Party, its respective successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement or condition or render the same invalid or impair the right of either Party, its respective heirs, executors, administrators, successors and assigns to enforce the same in the event of any subsequent breach or breaches by the other Party, its heirs, executors, administrators, successors or assigns.

SECTION 11: CONSTRUCTION AND SEVERABILITY. All references in this Agreement to the singular shall include the plural where applicable. All references in this Agreement to the impersonal ("its") shall include the personal ("his", "her", etc.) where applicable. All references in this Agreement that involve the use of any particular gender shall include the appropriate gender where applicable. Titles, captions and headings to sections or paragraphs in this Agreement are inserted for convenience and reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by an arbitrator or court of competent jurisdiction to

be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall, in no way, be affected, impaired or invalidated. The Parties are of equal bargaining strength and have had an equal role in the preparation of this Agreement, such that the provisions of this Agreement shall not be construed against either Party.

SECTION 12: SURVIVAL. The provisions of Sections 9, 10, 11, 12, 14, 15 and 21 of this Agreement (together with the provisions of the Addendum attached hereto and made a part hereof) shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent thereof.

SECTION 13: ENTIRE AGREEMENT. THIS AGREEMENT, INCLUDING ALL ATTACHMENTS AND ADDENDUM HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL AGREEMENTS AND UNDERSTANDINGS WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

SECTION 14: GOVERNING LAW AND JURISDICTION. The Parties agree that this Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles governing conflicts of laws. With respect to any claim arising out of or relating to this Agreement, each Party: (a) irrevocably submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut and to the jurisdiction of all courts to which an appeal may be taken from such courts; and (b) expressly waives, to the fullest extent that either Party may effectively do so under applicable law, any objection which such Party may at any time have to venue in such courts, that any suit, action or proceeding therein has been brought in an inconvenient forum or that any such court lacks jurisdiction. THE PARTIES HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY.

SECTION 15: FEDERAL REQUIREMENTS. Payments under this Agreement will be funded with sums received by City under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub L. No. 117-2 (March 11, 2021). The Addendum to this Agreement is hereby incorporated by reference into this Agreement regarding compliance with ARPA and other federal government requirements.

SECTION 16. NO SUBCONTRACTING/ASSIGNMENT. Contractor may not subcontract any of its obligations under this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of City, which may be granted or withheld in City's sole and absolute discretion. City hereby approves ArtsWest CT Inc. as a subcontractor of Contractor.

SECTION 17. INSURANCE. As a condition precedent to City's obligations under this Agreement, Contractor shall furnish City with certificates evidencing the type, amount, class of operations and effective dates and dates of expiration of the insurance policies required. The certificates shall substantially contain the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) consecutive calendar days from when a written notice has been delivered to the City of West Haven." City and its respective agents, employees and officers, shall be named as an additional insured in all liability insurance policies on a primary basis and City shall be provided with an additional insured certificate for the insurances required for this Agreement, except for workers' compensation and automobile liability policies. Additional insured status must remain in effect for the term of this Agreement. Such insurances shall contain waiver of subrogation clauses and shall be written on an occurrence basis.

Contractor shall furnish City with evidence of at least the following amount of insurance coverage for Contractor:

- A. commercial general liability with minimum limits of coverage at \$1,000,000 Each Occurrence (Bodily Injury or Property Damage), \$2,000,000 General Aggregate that applies on a per project basis, \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Per Person or Organization (Personal and Advertising Injury);
- B. automobile liability insurance with at least \$1,000,000 combined single limit coverage to include owned, non-owned and hired automobiles and in compliance with and as required by the Law of the State of Connecticut; and
- C. workers' compensation statutory benefits as required by the Law of the State of Connecticut and employee's liability coverage with limits of at least \$100,000 each accident, \$100,000 employee disease, and \$500,000 disease policy limits, and as required by the Law of the State of Connecticut.

SECTION 18. CONDITIONS PRECEDENT. In addition to the condition precedent set forth in Section 17 regarding insurance, the following are conditions precedent to the effectiveness of this Agreement:

- A. A W-9 form executed and delivered by Contractor to City that is acceptable to City in its sole and absolute discretion;
- B. A Disclosure and Certification Affidavit executed and delivered by Contractor to City with information that is acceptable to City in its sole and absolute discretion. Each invoice by Contractor to City shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Agreement remains true and correct in all material respects; and
- C. Approval of this Agreement by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut.

SECTION 19. NOTICES. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

If to City:

Hon. Dorinda Borer, Mayor
 City of West Haven
 355 Main Street
 West Haven, CT 06516
DBorer@WestHaven-CT.gov

And to:

ARPA Committee
 City of West Haven
 355 Main Street
 West Haven, CT 06516
 Attn: Chair
KenCarney@whschools.org

If to Contractor:

Arts Council of Greater New Haven, Inc.

70 Audubon Street, 2nd Floor
New Haven, CT 06510
Attn: Hope Chávez, Executive Director
Hope@newhavenarts.org

Either Party may change its contact information from time to time by notice to the Party in accordance with the provisions of this Section 19.

SECTION 20. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, which, together shall constitute one and the same original document. Facsimile, .pdf and other electronic forms of signatures shall be deemed original signatures.

SECTION 21. PUBLICITY/PUBLIC COMMUNICATIONS. Neither Contractor nor any subcontractor, nor anyone acting on their behalf or direction shall issue any press release or public announcement or otherwise communicate with the public concerning this Agreement or the transactions contemplated hereby orally or in any form of media whatsoever. All such press releases, public announcements and other communications with the public concerning this Agreement or the transactions contemplated hereby shall be made by and through the City's Director of Public Relations, Michael P. Walsh.

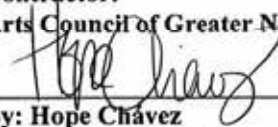
[Signature Page Follows]

The Parties have caused this Agreement to be executed by their duly authorized officers.

City:
City of West Haven

By: _____
Dorinda Borer
Title: Mayor

Contractor:
Arts Council of Greater New Haven, Inc.


By: Hope Chavez
Its Executive Director

Approved as to Form


Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

ATTACHMENT I – SCOPE OF WORK (SERVICES)

The following programs shall be delivered during the term of this Agreement to promote and further the arts in the City of West Haven, including, without limitation, support for artists who are City of West Haven residents, to help arts in the City of West Haven recover from the Covid-19 pandemic and to pay for fees and costs to promote the arts in the City of West Haven:

Microgrants

Microgrants in amounts ranging from \$2,500.00 up to \$10,000.00 (for 8-26 grants to be made, i.e., paid, by Contractor to microgrant recipients, between the date of satisfaction of all conditions precedent set forth in Sections 17 and 18 of this Agreement and September 1, 2024) to artists, arts organizations and creative businesses to strengthen their ability to deliver high-quality arts and culture in the West Haven community. Funds may go toward facilities improvements (provided these are completed during the project period), space rental, ticket subsidies, hiring additional personnel, marketing and promotion, or other needs. Contractor will create a microgrant application and review process, in consultation with West Haven community members, for the equitable distribution of the funds. Contractor shall follow the purchasing requirements applicable to City purchases for the process, including, without limitation, advertising the microgrants, creating the application for the microgrants, evaluating microgrant applications in accordance with requirements applicable to the City, and maintaining records in accordance with City requirements and practices. Contractor will establish clear criteria, host information sessions with potential grantees, and train a Blue Ribbon Panel (appointed by the Pass-Through Entity's Mayor) to review the applications in accordance with the Contractor's and the City's established values for grant-making. Using standardized qualitative and quantitative evaluation criteria, the Contractor will facilitate a decision-making process amongst the Blue Ribbon Panel appointees to determine the microgrant awardees. Notifications of awards to all microgrant awardees will be distributed by Contractor on or before July 30, 2024.

Fiscal Sponsorship/Administration

Contractor will serve as the Fiscal Sponsor and Administrator of the Services for a fee of \$18,750.00, payable in two (2) equal quarterly installments of \$9,375.00, which shall be invoiced by Contractor on April 25, 2024 and on June 27, 2024.

Deliverables

Technical assistance + microgrant preparation:

- Preparation of an application form for broadly accessible distribution to artists serving West Haven
- Preparation of eligibility and elevation criteria, created in collaboration with West Haven community
- Preparation of templates and other technical assistance materials for applicants
- Promotion and wide distribution of application materials, criteria, deadline, and all aspects of the application process across West Haven
- Press release to announce the details of the program, in collaboration with the City of West Haven and ArtsWest CT
- Scheduling, coordination, and execution of informational sessions and coaching sessions for applicants, especially regarding eligible projects, reporting expectations, and transparent distribution of review process
- Data collection on all applicants for archival or distribution purposes

Microgrant application + review process:

- Group training session with Blue Ribbon Panel regarding the eligibility and evaluation criteria, as well as the expectations and guidelines for their review process

- Establishment and enforcement of conflict of interest policies for Blue Ribbon Panelists parallel to the Arts Council of Greater New Haven's other grant making projects
- Technical support to set Blue Ribbon Panelists up with access to the digital portal for application review
- Ongoing support for Blue Ribbon Panelists during their review period to answer questions or clarify responsibilities, as needed
- Coordination with the Blue Ribbon Panel regarding the scheduling of panel adjudication dates
- Facilitation of live, online or in-person, panel adjudication conversations after initial score submissions to determine awardees
- Data collection on the review process for archival purposes

Program execution + reporting:

- Notifications to awardees, and those not selected
- Preparation of uniform reporting forms, templates, and guidelines for all awardees, along with ongoing support to ensure their ability to provide necessary information
- Creation of a cash flow management system to ensure artists receive funding needed in a timely and efficient manner, similar to the Arts Council of Greater New Haven's other grant making projects
- Press release to announce the awardees, in collaboration with the City of West Haven, The Blue Ribbon Panel, and ArtsWest CT
- Continuously receive financial reporting documentation from awardees through the entire grant period
- Submit monthly reports for reimbursement to the City of West Haven

Expertise + applied knowledge:

- Facilitate collaboration and information-sharing amongst awardees to ensure successful project execution
- When necessary, provide knowledge of resources—such as rental spaces, permitting requirements, affordable suppliers, etc.—to awardees for ease of project execution
- Promote the projects across regional chambers, city entities, festivals, and other partner organizations during the grant period
- Upon request, and as available, support the municipal staff, management, and executives of the City of West Haven to continue advancing their goals for arts, culture, and tourism alongside awardees

ATTACHMENT II – BUDGET

ARPA ARTS BUDGET- WEST HAVEN

	ARPA Funds	Other Funds
Microgrants as provided for in this Agreement	\$116,250.00	\$0.00
Subrecipient's Fee	\$18,750.00	\$0.00
TOTAL	\$135,000.00	\$0.00

CITY OF WEST HAVEN

355 Main St

West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name: Arts Council of Greater New Haven
 Address: 70 Audubon St #2a New Haven, CT 06510
 Telephone and/or Fax #: 203-376-0455
 Email Address: winter@newhavenarts.org
 Contact Person: Winter Marshall, Interim Director

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of Connecticut County of New Haven

I, Winter Marshall (type or print your name above) being first duly sworn, hereby deposes and says that:
 1. I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.

2a. I am the corporate secretary or majority owner (including sole proprietorship) of Arts Council of Greater New Haven (Insert Company Name above)
 2b. Or I am an individual and my name is: (If an individual, insert your name above)

3. I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.

4. Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).

- 4a. As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are paid.
- 4b. Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.
- 4c. The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.

5. Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.

6. Please select the applicable representation about the Contractor's business registration:

- 6a. Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: 670628000 (Insert State Registration # above)
- 6b. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: (Insert State Registration # above)
- 6c. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of: (Please insert State name above)

Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, State N/A):

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 Elinor Slomba	Economic Dev. Commission 12/31/25	fiscally sponsored project mgr	6/7/71
2 Ruth Torres	Employee, Mayors Office	VP of fiscally sponsored project Board	10/5/55

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 none			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 none		
2		


10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 Board list attached			
2 fiscally sponsored project Board list attached			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 none		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form: <i>Walter Marshall</i> Interim Executive Director	
THIS FORM MUST BE NOTARIZED	NOTARY SEAL (if available) DEREK HUBBENY Notary Public Connecticut My Commission Expires Oct 31, 2026
Signature of Notary: 	
Subscribed and sworn to, before me on this: 18 Day of August 2023	
My Commission Expires: 10-31-26	

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

PROPOSERS NON COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

~~Winter Marshall~~ Winter Marshall
Legal Name of Bidder :

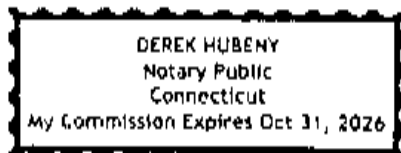
Arts Council of
Greater New Haven

(signature)
Bidder's Representative, Duly Authorized

Winter Marshall
Name of Bidder's Authorized Representative

Interim Executive Dir.
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 18 day of August, 2023



[Signature]
Notary Public
My Commission Expires: 10-31-26