



Request for Proposal | CM-GMP Bid

Date: August 5, 2024

Project Name: IR Procedure Room
Interior Alterations – Norwalk Hospital

Project Location: 34 Maple Street
Norwalk, CT 06850

PROJECT OVERVIEW

Project Description

This project to include the select demolition of interior partitions, ceilings, finishes, MEPS systems, and installation of new interior construction as specified and issued “For Bidding & Permit” Architectural set dated 8.5.24 and Engineering set dated 7.31.24 and The DiSalvo Engineering Group set dated 8.5.24. Project shall be built in one (1) phase and as shown in designated areas.

- This project requires notification of the CT Department of Public Health.
- Nuvance Health Network reserves the right to reject any and/or all proposals. Incomplete proposals shall be rejected and disqualified.

Included in the bid package please find:

- Request for Proposal Dated August 5, 2024
- Issued for Bid & Permit set created by H&R Design Facilities Planners, Long Consulting, and The DiSalvo Engineering Group.
- Covid Self-Monitoring Attestation form.
- Nuvance Health Bid Form/Break Down
- Nuvance Health Bid Attachment A
- Exhibit B – Supplemental General Conditions
- Nuvance Health Construction Purchase Order agreement
- Nuvance Health Exhibit E -Progress Release of Waiver of Right To File Lien
- Nuvance Health Exhibit F – Final Release of Waiver of Right To File Lien
- Nuvance Health Change Order Document Template
- GE Drawing Set (for reference only)

Schedule

We anticipate construction to begin by October 15, 2024 with construction completed and project turnover to the owner by April 15, 2025. All proposals shall include the necessary overtime to meet this deadline.

Bid Inclusions

- The owner will be responsible for obtaining the general building permit. All other permits, inspection coordination, and sign-offs will be the responsibility of the GC.
- Specifications sections are identified in the “Issued for Bid & Permit” set and GE Reference Set.
- All debris removal will be the responsibility of the GC.
- All deliveries are to be coordinated with building owner.
- Contractor shall comply with all Life Safety and Infectious Control Standards as set forth by Nuvance Health and indicated in the “Issued for Bid & Permit” set.
- Contractor shall ensure all employees/vendor’s employees have attended Nuvance orientation.
- **Contractor shall ensure any and all shutdowns and tie-in for any MEP, Medical Gas, and Sprinkler systems are coordinated with the Project Manager and approved at least 72 hours prior-to completing the work.**
- All equipment, devices, alarm panels, etc. to match existing building standards.
- Completed sanctioning paperwork, as needed.
- The GC is responsible to provide **complete and accurate** Close-out documentation to the owner/Architect for review and approval no later than April 30, 2025. This includes but is not limited to As-builts, warranties and O&Ms.
- Any and all individuals working at any Nuvance Health Facilities will be required to be fully vaccinated by October 1, 2021 and complete/sign a onetime Covid-19 attestation form (Form included in Bid Package).
- **CM/GC to carry a \$120,000 Contingency for this project.**

Release of RFP: Monday August 5, 2024

Bid RSVP By: Tuesday August 6, 2024 by 4:00 pm

Pre-Bid Walkthrough: Monday August 19, 2024 @ 9:00 am (Walkthrough for GC only)-

Pre-Bid RFI Due By: Tuesday August 27, 2024 @ 4:00PM.

All questions must be submitted via e-mail to the following:

Architect: scott@hrdesigninc.com and joe@hrdesigninc.com

MEP Engineer: tim.long@longengineers.com and tyler.long@longengineers.com

Structural Engineer: tim@tdeg.com

Owner (Cc): andrew.daquesian@nuvancehealth.org

Please allow 48 hour turnaround time on all RFIs

Bid Due Date: Monday September 9, 2024 @ 3:00 pm

Anticipated Bid Award Date: Monday September 23, 2024

Electronic proposals using the bid form included shall be submitted via e-mail to: and CC:

andrew.daquesian@nuvancehealth.org

John.Sterry@nuvancehealth.org

Tracy.Becker@nuvancehealth.org

Sean.Ragusa@nuvancehealth.org

We look forward to receiving and reviewing your submission.

Andrew Daquesian, Senior Project Manager – Nuvance Health

Exhibit B

SUPPLEMENTAL TERMS & CONDITIONS

General

- B-1. **Coordination.** The Contractor shall meet and coordinate with any separate contractors retained by the Owner prior to processing and during the course of the work.
- B-2. **Security.** The Contractor shall secure the project site and be responsible for security and protection within the project site, unless specifically provided otherwise in writing by the Owner.
- B-3. **Superintendent.** The Contractor shall employ a competent site superintendent at all times that Work is in progress at the Owner's premises.
- B-4. **Construction Schedule.** If not attached to the Agreement, within five (5) days after being awarded this Agreement, the Contractor will submit a baseline construction schedule for the execution of the Work within the time limits set forth in the Agreement. The Contractor's schedules shall: (a) show milestones for submittals, long lead-time items, phasing, work in occupied areas, portions of the Work having occupancy priority, substantial completion and final completion; (b) be prepared and made available in MS Project format; and (c) coordinate and integrate the activities, sequences, available resources and approvals of the Owner, design professionals and governmental authorities. On a monthly basis, the Contractor shall provide to the Owner schedule updates that conspicuously identify any changes to the prior schedule.
- B-5. **Acceleration.** The Owner may direct the Contractor to take such action, including adding, increasing or supplementing the workforce, the number of shifts, the days of work and/or overtime operations, as necessary to minimize threatened delays to substantial completion. The Contractor's compensation may be adjusted on account thereof, except to the extent that the acceleration is due to a delay for which the Contractor is responsible, and provided that the Contractor has requested a change in accordance with the Agreement.
- B-6. **Meetings.** The Contractor shall attend meetings to review progress on a regular basis throughout the duration of the Work. All meeting minutes shall be generated by the Contractor.
- B-7. **Failure to Correct.** If the Contractor fails to act promptly to correct Work as required by the Agreement, the Owner may, in its sole discretion, at the expense of the Contractor: (a) by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; (b) furnish or cause to be furnished such labor, services, materials or equipment to correct, remove, replace and/or repair, as the Owner deems the most expedient remedy; (c) withhold payment as permitted under the Agreement; and/or (d) take such action as is necessary to regain and/or maintain the construction schedule.
- B-8. **Licenses, Permits and Legal Notices.** Unless otherwise directed in writing by the Owner, the Contractor shall apply for, secure, maintain, comply with and renew building permits, licenses and certificates of inspection, use and occupancy, all as necessary for proper execution and completion of the Work. The Contractor shall give and maintain records of all notices incidental to the lawful performance of the Work. The Contractor shall post and maintain a notice in a conspicuous place on the project site to satisfy the Owner's obligations under [Building Code of New York State Section 105](#), as amended.
- B-9. **Clean Up.** If the Contractor fails to comply with its obligations to keep the Work areas clean, the Owner may, upon 24 hours' notice, clean the premises itself and charge the costs to the Contractor.
- B-10. **Shut Down of Systems.** The Contractor's construction activities at the premises may not interfere with the continuous and safe operation of the building. If it becomes necessary to shut down services or systems, the Contractor shall provide at least two (2) weeks' notice to the Owner, along with a detailed description of such activities and recommendations for minimizing or eliminating impact on the use of space.
- B-11. **Hazardous Materials.** If the Contractor encounters unanticipated hazardous materials at the Owner's premises in the performance of the Work, the Contractor shall immediately stop Work in the affected area and report the condition to the Owner, and shall comply with additional requirements in the Agreement, the Contractor's Orientation Guide and the Owner's EHS policies. The Contractor shall comply with the Owner's The Owner shall arrange for testing in the affected area and, if necessary, undertake the removal or safe containment of such hazardous material. After such removal or safe containment, the Contractor shall resume the Work and the compensation and time for performance shall be equitably adjusted. The Contractor shall indemnify, defend and hold harmless the Owner, its agents, officers, trustees, directors and employees from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and the costs of testing, abatement, removal, remediation or containment, in addition to fines or monetary penalties imposed by federal, state or local authority as a result thereof, arising out of or resulting from a hazardous material introduced to the premises in the performance of the Work.
- B-12. **Substantial Completion.** The Work shall be substantially completion when it is sufficiently complete in accordance with the Agreement for the Owner to occupy or utilize for its intended purpose, subject to subsequent commissioning of equipment as the Owner may in its discretion allow. On or before the date of substantial completion, the Contractor shall provide: (a) records and certificates of required testing; (b) operation and maintenance manuals; (c) certificate(s) of occupancy, temporary certificate(s) of occupancy, certificate(s) of approval, and any other documentation provided by governmental authorities; (d) attic stock; and (e) instruction of the Owner's operating/maintenance personnel, whether or not a condition of warranty.
- B-13. **Close Out Documents.** On or before the date of final completion, the Contractor shall provide: (a) as-built documents recording the Work as actually performed to the extent that the information differs from or supplements original drawings and specifications, and marked to record changes, selections made during construction, and as-built locations of system elements; (b) progress and final photographs, specific warranties, workmanship and maintenance bonds, maintenance agreements, final certifications; (c) final releases and lien waivers, in a form acceptable to the Owner; (d) consent of all sureties to final payment; and (e) final certificate(s) of occupancy for portions of the Work for which temporary certificate(s) of occupancy were previously issued
- B-14. **Subcontractors.** If the Work is to be performed by subcontractors, the Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Agreement (including the Standard Terms & Conditions and these Supplemental Terms & Conditions),

Exhibit B

and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner.

B-15. Conditional Assignment. The Contractor hereby assigns, transfers and conveys to the Owner all of its right, title and interest in and to any subcontract for a portion of the Work. Such assignment shall become effective as of the date of the Agreement, and enforceable only after a termination of the Agreement and only as to those agreements that the Owner expressly accepts by written notification. Any agreements so assigned may, in turn, be assigned by the Owner, in its sole discretion, without recourse to any person or entity, in which event such assignee shall assume the Owner's rights and obligations under the subcontract. The Contractor shall, at the Owner's option, assign all of its right, title and interest in and to any such subcontract directly to the Owner's designee.

Payment

B-16. Schedule of Values. Upon acceptance of the Agreement, the Contractor shall submit to the Owner a schedule of values allocating the entire compensation of the Agreement among the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. Once approved by the Owner, this schedule shall be used as a basis for reviewing the Contractor's applications for payment.

B-17. Timing. The Contractor shall prepare and submit by the 25th day of each month a "pencil" (i.e., preliminary) copy of its application for payment, including such supporting documentation as the Owner may require to substantiate payments requested. Before the end of the month, the Owner and the Contractor shall meet and review the pencil copy. The Contractor shall submit to the Owner by the first day of the following month a certified application for payment.

B-18. Withholding Payment. The Owner may withhold payment from the Contractor to the extent necessary to protect the Owner from: (1) loss due to defective or nonconforming Work or to reimburse the Owner for losses for which it is entitled to indemnity from the Contractor; (2) loss due to failure to progress the Work in accordance with the accepted schedule; (3) uninsured loss due to personal injury or damage to the Work or the premises to the extent of the responsibility of the Contractor or its subcontractors and consultants; (4) claims of nonpayment by persons or entities that furnished labor, services, materials or equipment for or on behalf of the Contractor; or (5) persistent failure of the Contractor to perform or perform properly the Work.

B-19. Joint Checks. The Owner may make payment by joint check to the Contractor's subcontractor of any tier, and such payments shall be deemed to have been made on account of the payee and all tiers between the payee and the Owner. Any payment made by the Owner by joint check shall not be construed as a promise to assume the debt of any joint payee, nor as a continuing obligation to make joint payments, nor as an assumption or establishment of a direct contractual relationship with the payee.

B-20. Retainage. All line items of all applications for payment shall be subject to retainage of five percent (5.0%). Retainage shall be held until substantial completion and acceptance of the Work by the Owner. Interest shall not accrue or be payable on retainage.

B-21. Stored Materials and Equipment. The Contractor may include in applications for payment only amounts for Work: (a) completed and installed, (b) delivered and suitably stored and protected on-site, or (c) properly stored off-site, conditioned upon the Contractor providing evidence to the Owner's satisfaction regarding security, protection, insurance, identification and ownership.

Changes

B-22. General. Changes in the Work may be accomplished after execution of the Order, and without invalidating the Order, by Change Order, Construction Change Directive or order for a minor change in the Work.

B-23. Change Orders. A Change Order constitutes a final settlement of all Claims relating to the subject matter of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments in compensation and time.

B-24. Construction Change Directives. The Owner may direct a change in the Work within the general scope of the Agreement without agreement on the impact of the change, if any, on compensation and/or time by issuing a Construction Change Directive to the Contractor. Upon receipt of a Construction Change Directive, the Contractor shall proceed with such changes to the Work expeditiously.

B-25. Change Pricing. For change work performed by the Contractor's own forces, the Contractor shall be entitled to a markup of ten percent (10%) for overhead and profit. For change work performed by a subcontractor of any tier, the Contractor shall be entitled to a markup of five percent (5%) for overhead and profit, and the cumulative aggregate markup shall not exceed ten percent (10%) on the actual cost of the Work performed.

B-26. Itemization of Costs. The proposed cost or credit to the Owner from a change shall be accompanied by a complete itemization of costs including labor, quoted or actual (not list) material prices, and subcontracts. Subcontract proposals in all tiers shall be itemized. All overhead and profit shall be clearly identified.

B-27. Audit. The Contractor shall permit the Owner and its designee(s), upon forty-eight (48) hours' notice, full access during normal business hours to inspect and copy all documents, records and data, electronic and otherwise, relating to the Work that the Owner in its reasonable judgment considers necessary to confirm: (a) the amount of any change requests or Claims not based on lump sum pricing; (b) quantities to which unit prices apply; or (c) amounts subject to an allowance.

B-28. Continuing Performance. Pending issuance of a Change Order or final resolution of a Construction Change Directive or Claim, the Contractor shall proceed diligently with performance of its contractual obligations and all changes directed by the Owner.

Dear Vendor Name: _____

-Background information: In order to protect the health and safety of our employees, patients and visitors, all entering Nuvance Health organizations are requested to perform a self-screening for Covid-19 symptoms prior to report for every workday and every shift at any Nuvance Health location. The screening must be performed prior to every entry into a Nuvance Health location. A one-time written attestation, affirming that the person will complete the required self-screening, must be completed by all contractors/vendors/ entering Nuvance Health.

-If the contractor/vendor/ fails the self-screening, they must notify the appropriate supervisor of the failed screening to advise them that they are not eligible to report to work. Such notifications must be in accordance with existing policies for reporting an inability to report to work as scheduled.

Please answer yes or no to each question :		YES	NO
New OR Worsening • Cough • Shortness of breath • Shaking Chills • Severe muscle pain • Loss of taste • Loss of sense of smell	Unexplained: • Headache • Sore throat • Congestion/runny nose - Nausea/vomiting/diarrhea		
I have received the training on the symptoms of Covid-19. I will self-monitor for COVID-19 symptoms and screen myself for such symptoms before each shift.			
I will wear a mask consistent with Nuvance Health Universal Mask Policy at all times while on the property.			
I will not enter the workplace if I have a fever greater than 99.5 Degrees Fahrenheit.			
I will not enter the workplace if I have had a fever greater than 99.5 degrees Fahrenheit within the past 24 hours.			
I will not enter the workplace if I have had a fever greater than 99.5 degrees Fahrenheit within the past 24 hours and have reduced to below 99.5 degrees by taking any fever reducing medications within the past 6 hours			
I will not enter the workplace if I have the following COVID-19 related symptoms listed under new or worsening and unexplained			
I will not enter the workplace if I have a history of recent travel within the past 14 days to any country with a positive COVID-19 test rate identified as high risk by the CDC and have not followed the current state executive order regarding quarantine and or testing.			
I will not enter the workplace if I have been notified and ask to self-quarantine because of an exposure to someone with COVID-19			
I will not report to work if I have been diagnosed with COVID-19, or if I have been told by a licensed healthcare provider that I am suspected to have COVID-19, until I meet Nuvance Health return to work criteria			
I will not report to work if I have a COVID test pending. Exception: screening required for travel, screening for medical procedure, or required for another regulatory agency or for work in the absence of COVID-19 symptoms or a known exposure.			

Vendor's Printed Name: _____

Vendor's Signature: _____ Date: _____

Nuvance Health Manager, please file this COVID-19 Self-Monitoring Documentation with the vendor's personnel record.

Construction Purchase Order Agreement

(Labor and Materials)

Facilities Department

Date:	Purchase Order No.:
Contractor:	Requisition Number:
	Project Manager:
Attn:	Department:
Project:	Project No.:

This Construction Purchase Order Agreement ("Agreement"), consisting of this form and the attachments and drawings and specifications identified below, is between the entity identified below as the Owner ("Owner") and the above-referenced Contractor ("Contractor"). No other contractual relationships are created by this Agreement. All communications between the Contractor and Owner shall be made through the Project Manager identified above.

ATTACHMENTS:

- Standard Terms & Conditions
- Exhibit A: Insurance Requirements
- Exhibit B: Supplemental Terms & Conditions
- Exhibit C: Nuvance Health Construction Fire / Life Safety Guidelines

If a proposal from the Contractor is incorporated by reference herein, only the descriptions therein that specifically relate to the scope of the Work will be incorporated, and only to the extent not inconsistent with this Agreement and its attachments, and provided that no other terms in such proposal shall be incorporated herein or be given any force or effect.

DESCRIPTION of the WORK:

DRAWINGS AND/OR SPECIFICATIONS:

SCHEDULE:

COMPENSATION:

The compensation includes the following alternates:

The compensation includes the following allowances:

The above compensation includes the following unit prices:

<i>Description</i>	<i># Included in Compensation</i>	<i>Add Price</i>	<i>Deduct Price</i>
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Modifications to the Work, schedule, or compensation in this Agreement shall be made only by signed, written modification in a form provided by the Owner.

OWNER
Nuvance Health

Authorized By: _____

Date

Construction Purchase Order Agreement Standard Terms & Conditions

(Labor and Materials)

1. **Work.** The Contractor shall furnish all labor, services, materials, equipment and deliverables, and such other work reasonably inferable as necessary to produce the results required in this Agreement (“Work”). The Contractor shall schedule, coordinate, supervise and direct the Work using its best skill and attention, and shall be solely responsible for all means, methods, techniques and procedures within the scope of the Work. The Contractor shall perform all work in a workmanlike manner.
2. **Offer.** This Order constitutes the Owner’s offer to the Contractor to purchase the goods and/or services described on the face hereof. The Owner reserves the right to revoke this offer at any time before acceptance.
3. **Acceptance and Limitations.** This Agreement shall be deemed accepted by Contractor on the earlier of (a) shipment of goods or rendering of services ordered, in total or in part; or (b) within ten (10) days of issuance by the Owner, absent written notification to the Owner of non-acceptance. No modification, addition or condition stated by the Contractor in accepting or acknowledging this instrument shall be binding upon the Owner unless expressly approved in writing by the Owner. The Owner hereby notifies the Contractor of its objection to any terms and conditions stated by Contractor, whether or not material, which are additional to or otherwise different from those contained herein.
4. **Substitutes.** Should the Contractor wish to substitute another product or method for a product or methods specified by the Owner, whether or not such phrases as “or equal”, “equivalent to”, or “based on” are used, the Contractor shall apply in writing to the Owner for approval. The Contractor shall provide sufficient data as the Owner requires to render a decision. The Owner’s decisions regarding substitute products or methods shall be final and not subject to review or appeal.
5. **Personnel.** The Contractor shall employ skilled personnel with experience in work of comparable size and complexity. The Contractor shall ensure compliance with documented workforce requirements in Applicable Law and the Owner’s policies. The Owner may, in its sole discretion, require that unsatisfactory personnel be removed and replaced by the Contractor.
6. **Conduct.** The Contractor will enforce strict discipline and good order among the persons performing the Work, regardless of their employer. Any person in violation hereof shall be immediately removed from the premises by the Contractor and is subject to dismissal at the Owner’s discretion. While at any Owner location, the Contractor’s personnel, agents, and subcontractors shall comply with all of the Owner’s policies regarding personal and professional conduct, including without limitation safety, security and privacy requirements, including those set forth in the Contractor’s Orientation Guide, and shall otherwise conduct themselves in a professional manner. The Contractor will be responsible for, coordinate and have full directing authority and control over all activities of its personnel, subcontractors, and other persons and entities directly or indirectly employed for the performance of the Work.
7. **Submittals.** The Contractor shall generate submittals on all material and equipment to be installed for review by the Owner or its designee prior to purchase and/or installation. Such review does not relieve the Contractor of responsibility for a complete and functional system. The Owner may rely upon professional certifications by the Contractor, its subcontractors and consultants of performance characteristics of materials, systems or equipment.
8. **Safety.** The Contractor is responsible for overall safety in the area where the Work is to be performed. The Contractor will at all times take every reasonable precaution against injuries to persons or damage to property at the Work areas from any cause; will protect materials, equipment and supplies, whether or not incorporated in the Work; and will provide and maintain all facilities, including danger and warning signs, passageways, guard fences, lights and barricades necessary for such protection. The Contractor will immediately notify the Owner of any accident resulting in bodily injury or damage to property at the Work areas regardless of cause or extent.
9. **Cleaning.** The Contractor will, on a daily basis, keep the Owner’s premises broom clean and free from accumulation of waste materials, duct or rubbish caused by operations under this Agreement.
10. **Changes.** The Owner may make changes in the Work at any time. If a change by the Owner causes an increase or decrease in the cost or time required for Contractor’s performance, the Contractor shall provide prompt written notice of such change with a proposed adjustment in compensation and schedule. Verbal notification shall not be binding on the Owner. Modifications to the Work, schedule, or compensation in this Agreement shall be made only by signed, written modification in a form provided by the Owner.
11. **Termination for Convenience.** The Owner may, by written notice to the Contractor, terminate the

Agreement, in whole or in part, for its convenience and without cause. Upon such notice of termination, the Contractor shall immediately stop all Work and cause its suppliers and/or subcontractors to stop all Work. In the event of such termination for the Owner's convenience, the Owner shall pay the Contractor for labor, services, materials, and equipment furnished and accepted as of the date of termination, and, subject to ¶ 47, for the Contractor's actual, reasonable costs incurred directly as a result of such termination.

- 12. Termination for Cause.** The Owner may, by written notice to Contractor, terminate the Agreement, in whole or in part, if the Contractor: (a) fails to perform in accordance with any material term of the Agreement; (b) fails to perform with the diligence that will ensure its completion within the time allowed; (c) fails to supply properly skilled personnel; (d) fails to make payment when due for portions of the Work furnished pursuant to subcontracts; (e) abandons its contractual obligations; (f) fails to provide satisfactory assurances to the Owner of its ability to properly complete its contractual obligations; (g) disregards Applicable Law; (h) submits a document of any nature whatsoever that is intentionally falsified; or (i) becomes insolvent, voluntarily files for bankruptcy protection, or becomes subject to any similar involuntary proceeding. If the Owner terminates for cause, payment shall be withheld until the Owner's costs of completion and other damages have been quantified. If the unpaid balance of the Contractor's compensation hereunder exceeds the Owner's costs of completion and other damages, such excess shall be paid to the Contractor. If such costs and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Should the final determination of a court or arbitrator find that the Owner's termination for cause was wrongful, then such termination shall be automatically considered a termination for convenience and the Contractor rights shall be determined in accordance therewith.
- 13. Freight Charges.** Unless otherwise expressly set forth in the Agreement, packing, shipping, unloading, assembling and installation are included in the compensation set forth in the Agreement. The Contractor shall pay for all shipments on which freight charges are due. Collect shipments cannot be accepted. Unauthorized shipping charges or excess transportation charges will be charged back to the Contractor.
- 14. Force Majeure.** A party's non-performance caused by unforeseeable conditions beyond its control and without its fault or negligence by reason of fire, flooding, unavoidable property casualty, riots, labor unrest, governmental delays, unusually severe meteorological or seismic activity, loss of power, communications or utilities to the Project, epidemics, pandemics, quarantines, acts of war, acts or threats of terrorism or governmentally declared emergencies; shall not

constitute a default by such party during the period such forces are in effect. The parties agree that shortage of funds, labor disputes, and industry-wide economic fluctuations impacting price, availability or delivery time or conditions shall not excuse non-performance as a force majeure event or otherwise.

- 15. Delay.** Within ten (10) working days after the Contractor first has knowledge, or reasonably should have had knowledge, of circumstances giving rise to a delay, the Contractor shall provide the Owner with written notice of the delay. Failure to give such written notice within the time specified shall greatly prejudice the Owner and will constitute a waiver and abandonment of any claim for an adjustment in compensation or schedule.
- 16. Inspection.** The Owner may reject any or all items that are nonconforming, as determined in the reasonable judgment of the Owner or its designee. If testing or inspection of a portion of the Work is required by Applicable Law or by request of the Owner or its designee in writing or in the Agreement, the Contractor shall schedule and coordinate such testing and inspection. The Owner will directly retain and compensate all third-party testing and inspection entities unless specifically assigned to the Contractor in the Agreement.
- 17. Correction.** The Contractor shall, at its own cost, repair or replace, as the Owner directs, Work that: (a) is faulty or deficient; (b) does not conform to the Agreement, the directives of the Owner, or the requirements of any inspection, reference standard, test, code or approval specified in the Agreement; or (c) does not conform to Applicable Law.
- 18. Warranties.** The Contractor warrants to the Owner that the Work will be free from defects not inherent in the quality required or permitted. The Contractor will obtain and deliver to the Owner specific, written warranties required by the Agreement or given by those furnishing the Work. Such warranties must either expressly provide that they are for the benefit of and enforceable by the Owner or be assigned to the Owner. Except when a longer period is specifically required by the Agreement or Applicable Law, all warranties will be in form and content acceptable to the Owner, and will be for a period of no less than twelve (12) months from substantial completion of the Work.
- 19. Payments.** Unless otherwise set forth in the Agreement, the Owner will make payment within thirty (30) days of the submission of a properly prepared invoice or application for payment. The Owner may, at its sole option, pay by electronic transfer. The Contractor's records relating to portions of invoices or applications for payment subject to time and materials or not-to-exceed pricing shall be subject to audit by the Owner's representatives upon reasonable notice at all reasonable times. Terms in the Contractor's invoice that are contrary

or in addition to those of the Agreement shall have no force and effect.

20. **Travel.** To the extent that the Contractor's travel expenses are separately reimbursable hereunder, reimbursement shall be made only in accordance with the Owner's travel policy.
21. **Discounts.** If cash discounts are offered and identified, such discount periods will be computed from the later of the date of completion of such Work, or the date of the Owner's receipt of a correct and proper invoice.
22. **Title to Work.** Title to all Work covered by an application for payment will pass to the Owner no later than the time of payment.
23. **Unit Prices.** For changes based on unit prices, the Contractor shall itemize the quantities of each item of Work for which there is an applicable unit price and promptly provide all records supporting the quantities performed, as the Owner may reasonably request.
24. **Allowances.** For items covered by an allowance, promptly after the final costs of allowances become fixed, the Contractor shall submit documentation of such final costs and the compensation will be adjusted by Change Order for the difference from the value of the allowance indicated in the Agreement.
25. **Claims.** All demands or assertions seeking adjustment in compensation, time or other relief with respect to the terms of this Agreement ("Claims") shall be made by written notice. Claims by the Contractor must be made by written notice within twenty-one (21) days after the Contractor has knowledge, or reasonably should have knowledge, of the circumstances giving rise to such Claim. The failure to provide written notice within this time period will greatly prejudice the Owner and shall constitute a waiver and abandonment of the Claim.
26. **Insurance.** The Contractor shall comply with and maintain insurance in the amounts and coverage described in Exhibit A. The Contractor shall provide certificates evidencing such insurance prior to the commencement of Work on the Owner's premises.
27. **Indemnification.** To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents, officers, trustees, directors, representatives, and employees from and against all claims, damages, losses, liabilities, obligations, costs, fines, penalties, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and dispute resolution costs), to the extent caused by intentional misconduct, breach of the Agreement or negligence of the Contractor or anyone for whom it may be responsible.
28. **Compliance with Laws.** In performing its obligations under this Agreement, the Contractor shall comply with

all applicable federal, state and municipal laws, statutes, regulations, ordinances, codes, rules, rulings, decisions, orders, interpretations and judgments of governmental authorities relating to the Work ("Applicable Law").

29. **Royalties and Licenses.** The Contractor shall not use a design, process or product for which it has not obtained all necessary permissions and paid all royalties and license fees.
30. **Taxes.** The Owner is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt mission. The Owner shall not be responsible directly or indirectly (including reimbursement to Contractor) for tax on materials, supplies or services exempted by Applicable Law. The Owner will provide a tax exemption certificate for purchases included in the Work.
31. **Confidentiality.** The Contractor covenants that all information communicated or disclosed to it in connection with the Work shall be deemed confidential and shall not be communicated or disclosed to any third party without prior written consent of the Owner, or as may be required to perform the Work, or by any Applicable Law or court order.
32. **Use of Owner's Name.** The Contractor agrees not to use (a) the Owner's name, (b) the name of any employee or agent of the Owner, or (c) any trademarks, service marks or trade names owned or controlled by the Owner, in any sales, promotional, advertising or other publication, without the express prior written permission of the Owner.
33. **Independent Contractor.** The relationship of the Contractor to the Owner is solely that of an independent contractor and nothing contained herein will be construed as creating any other relationship. In no event shall the Contractor or its employees, agents or subcontractors represent themselves as employees or agents of the Owner.
34. **Liens.** The Contractor shall keep the owner's premises free from mechanic's liens in connection with the performance of the Work. The Contractor agrees to promptly have any such mechanic's liens discharged by substitution of a surety bond or otherwise. In the event such lien is not so discharged, the Owner may discharge such lien and recover from the Contractor all costs associated therewith, including attorney's fees.
35. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation, and statements made before its acceptance.
36. **Assignment.** Except as permitted herein, the Contractor may not assign the Agreement or the entirety of its obligations hereunder to without the Owner's prior,

written consent, which Owner may withhold in its sole discretion, and any unauthorized assignment shall be void.

37. **Severability.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
38. **Non-Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor will any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.
39. **Continuing Performance.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement by tests, inspections or approvals required or performed by third parties, by payments made by the Owner.
40. **Setoff.** The Owner may set off against the account of the Contractor any damages that may accrue by virtue of a default under the Agreement or any other agreement with the Owner, in addition to any amounts that are otherwise due and payable to the Owner under the Agreement, without prejudice to any other remedy Owner may have.
41. **Cross-Default.** A default by the Contractor under one agreement with the Owner will constitute a default under all its agreements with the Owner.
42. **Choice of Law.** All matters arising under or related to the Order shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflicts of law rules.
43. **Risk of Loss.** Title and risk of loss shall remain with Contractor until such portion of the Work has been fully installed in accordance with the Agreement and paid for by the Owner.
44. **Governing Law.** The law of the State of Connecticut (without giving effect to its conflicts of laws principles) shall govern all matters arising under or related to this Agreement.
45. **Notice.** Any communications required by the Agreement shall be in writing and shall be delivered to the Owner at:
- John Sterry, CPM, CFM
Western Connecticut Health Network
24 Hospital Avenue
Danbury, CT 06810
46. **Dispute Resolution.** As a condition precedent to litigation or arbitration, the parties shall submit Claims to nonbinding mediation with a mutually acceptable dispute resolution administrator. The Owner may, at its sole discretion and option, choose to have any Claims not resolve through mediation decided by arbitration

administered by a dispute resolution administrator selected by the Owner. The Construction Industry Rules of the American Arbitration Association shall govern. The venue for the arbitration shall be at a locale in Danbury, Connecticut. If the Owner does not consent to arbitration, all claims, disputes or other matters in question shall be subject to determination by a court of competent jurisdiction, and the venue for such action shall be Danbury, Connecticut. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO DISPUTES ARISING OUT OF THE WORK. ALL PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING, HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY THEIR LEGAL COUNSEL, AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL. Any claim for a jury trial shall be stricken by consent if a jury trial is requested. The parties agree that this is a commercially reasonable term and that it shall be specifically enforced.

47. **Consequential Damages.** The Owner shall not be liable for, and the Contractor expressly waives all rights, interest and claims against the Owner for, indirect, incidental, special, punitive or consequential damages arising out of or relating to the Agreement, including all loss of profits or revenue on other projects, cumulative impacts, interest, loss of productivity or business interruption, except to the extent expressly allowed herein.

Exhibit A

INSURANCE REQUIREMENTS

A.1 REQUIRED COVERAGE AND MINIMUM LIMITS

A.1.1 Commercial General Liability

Bodily Injury/Property Damage:

\$1,000,000 combined single limit (CSL) each occurrence/aggregate

\$2,000,000 CSL products/completed operations aggregate, on a per project basis

Personal and Advertising Injury:

\$1,000,000 per occurrence

Products/Completed Operations, maintained for at least seven (7) years after completion:

\$1,000,000 per occurrence

\$2,000,000 aggregate

A.1.2 Comprehensive Automobile Liability. Including owned, non-owned and hired vehicles bodily injury/property damage

\$1,000,000 CSL per accident

A.1.3 Worker's Compensation

Statutory coverage for the jurisdiction in which the Work is performed

Employer's Liability:

\$1,000,000 each accident

\$1,000,000 disease policy limit

\$1,000,000 disease each employee

A.1.4 Umbrella/Excess

\$5,000,000 CSL

A.1.5 Hazardous Materials Insurance. When abatement is included in the Work, for removal, transport and final disposal

\$5,000,000 each occurrence and annual aggregate.

A.1.6 Professional Liability. Maintained in full force and effect until eight (8) years past completion.

\$1,000,000 per claim

\$2,000,000 aggregate

A.2 GENERAL INSURANCE PROVISIONS

A.2.1 Certificates of Insurance. The Contractor shall provide to the Owner a certificate of insurance signed by a duly authorized representative of its insurer, including the Owner and others as additional insureds as set forth herein, and specifying that the liability coverages, with the exception of professional liability, are written on an occurrence form. If any required coverages are canceled, non-renewed, or materially changed by endorsement or through issuance of other policies for nonpayment or any other reason, the Contractor will provide thirty (30) days advance written notice to the Owner. The Contractor will obtain endorsements from its insurer(s) requiring the insurer(s) to endeavor to provide thirty (30) days advance written notice of cancellation (except for nonpayment of premium) to the Owner.

A.2.2 Insurer Qualification. All required insurance must be provided through companies authorized to do business in the State of Connecticut with a Best rating of A VII or better unless otherwise specifically approved by the Owner.

Exhibit A

- A.2.3 Insurance Primary.** All insurance coverage provided by the Contractor or those for whom it is responsible is primary and non-contributory, and any insurance or self-insurance carried by the Owner will be considered excess or contingent.
- A.2.4 No Reduction or Limit of Obligation.** By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the party providing insurance. The insurance required herein does not reduce or limit any party's contractual obligation in connection with its performance on the Project.
- A.2.5 Additional Insureds.** All insurance coverages, including all products and completed operations coverages, provided by the Contractor or those for whom it is responsible must, with the exception of workers compensation and professional liability, defend and include the Owner, its trustees, directors, officers, representatives, agents and employees as additional insureds on a primary basis. If the additional insured has other insurance that is applicable to the loss, such other insurance will be on an excess or contingent basis. The amount of the insurance required hereunder is not reduced by such other insurance. Additional insured coverage provided under general liability and umbrella/excess liability policies must be provided under ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their equivalent, if approved in writing by Owner.
- A.2.6 Duration of Coverage.** All insurance coverages provided hereunder must be maintained without interruption during the entire term of the Project and for such additional time for specific types of insurance as the Owner may require herein.
- A.2.7 Continuous Operations.** The Owner and occupants of property adjacent to the Work area will continue their activities and operations during the performance of the Work. General liability policies required hereunder may not exclude property of the Owner.
- A.2.8 Retroactive Date and Extended Reporting Period.** If the Owner specifically permits any required insurance to be issued or renewed on a "claims made" form, as opposed to an "occurrence" form, the retroactive date for such claims made coverage must be no later than the commencement date of the insured party's Services or Work, and must provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be available for at least thirty-six (36) months.
- A.2.9 Subrogation Waiver.** The Owner and Contractor waive all rights against each other, their agents, officers, directors, employees and those for whom they are responsible, for any damage or loss to the extent covered by insurance, and to the extent of actual recovery of insurance proceeds, excluding any applicable deductible. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
- A.2.10 Subcontractors' Insurance.** The Contractor shall cause all subcontractors provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner's acceptance. They will furnish to the Owner copies of certificates of insurance evidencing such coverage.
- A.2.11 ISO Forms.** To the extent applicable, the types of insurance must be on Insurance Service Office (ISO) policy forms.
- A.2.12 Deductibles.** No self-insured retention or deductibles on required insurance may be in excess of \$50,000 unless otherwise approved in advance by the Owner. The Owner will not be responsible for any amounts paid by the Contractor or those for whom it is responsible on account of its deductible.

EXHIBIT E

PROGRESS RELEASE OF WAIVER OF RIGHT TO FILE LIEN

Project: Click here to enter text.

Payment No. Click here to enter text.

Prime Contractor: Click here to enter text.

The undersigned, who is the Click here to enter text.(Title) of Click here to enter text. (prime contractor, supplier, subcontractor, or otherwise) for the Click here to enter text. (type of work, suppliers, or services rendered) on the improvement constructed on premises known as Click here to enter text. for the Owner known as Health Quest Systems, Inc. herein states that the contract price with Click here to enter text. (name of party contracted to) is in the total amount of \$ Click here to enter text. . (full amount of contract)

The undersigned has been fully paid for all of said work, labor, material, machinery, and equipment furnished by the undersigned or by his subcontractors or suppliers, upon said premises, for the sum of \$ Click here to enter text., (insert paid amount to date) which has been paid to date. (If paid in full, please insert the word NONE in this blank), to Click here to enter text. (insert date of last application for payment).

The undersigned certifies that all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims, including claims for damage arising in any manner in connection with the performance of the contract for which the Owner or its property might in any way be responsible, have been paid in full to Click here to enter text. (insert date of last application for payment).

The undersigned agrees not in any way to claim or file a mechanic's or other lien against the Owner or its premises for any material, equipment, work or labor heretofore or hereafter performed up to Click here to enter text. (insert date of last application for payment), by the undersigned in connection the aforesaid improvement.

The undersigned further agrees to hold harmless and fully indemnify the Owner for any losses or expenses should any such claim or liens be asserted. In addition, the undersigned hereby formally and irrevocably waives, releases, and relinquishes in writing any claim or lien of any nature whatsoever arising from the aforesaid improvement of the premises up to Click here to enter text. (insert date of last application for payment).

In Witness Whereof, the undersigned has executed this document the Click here to enter text. day of Click here to enter text., 2022.

Individual or Corporation Name

By: _____

Title: _____

STATE OF NEW YORK }
COUNTY OF _____ } SS:

On the Click here to enter text. day of Click here to enter text., 2022, before me personally appeared Click here to enter text. who, being duly sworn, acknowledged execution of the foregoing instrument as his voluntary act and deed and further stated that the facts herein are true.

Notary Public

FINAL RELEASE & WAIVER OF RIGHT TO FILE LIEN

Notary Public



Change Order

to Construction Purchase Order Agreement

Facilities Department

Project:

Date:

PO No.:

Project No.:

Contractor: [Name]
[Address 1]
[Address 2]

The above-referenced Construction Purchase Order Agreement ("Agreement") between the entity identified below as the Owner ("Owner") and the above-referenced Contractor ("Contractor") is hereby modified as follows. This modification shall be deemed accepted by Contractor on the earlier of (a) shipment of goods or rendering of services ordered, in total or in part; or (b) within ten (10) days of issuance by the Owner, absent written notification to the Owner of non-acceptance. Terms capitalized herein are as defined in the Agreement.

DESCRIPTION of MODIFICATION(S):

This Change Order constitutes a final settlement of all Claims relating to the subject matter of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments in compensation and time.

ORIGINAL COMPENSATION	\$
NET CHANGE BY PREVIOUS CHANGE ORDERS	\$
ADJUSTMENT IN COMPENSATION BY THIS CHANGE ORDER	\$
REVISED COMPENSATION, INCLUDING CURRENT CHANGE ORDER	\$

The time for performance of the Work shall be modified as follows as a result of this Change Order:

OWNER
(Select Owner Entity)

Authorized By:

[Name]

Date