



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3rd day of February in the year 2023
(In words, indicate day, month and year.)

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

Town of Colchester, CT
127 Norwich Avenue
Colchester, CT 06451

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

BRD Builders, LLC
2099 Main Street
Hartford, CT 06120

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

Construction of new Senior Center
15 Louis Lane
Colchester, CT 06415

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

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, AIA Document A201-2017, as modified by the Owner (as so modified, referred to herein as the "AIA Document A201-2017"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT AND CONTRACTOR'S STANDARD OF CARE

The Contractor shall fully execute the Work described in, and reasonably inferable from the Contract Documents including, but not limited to, the furnishing of (1) all materials, supplies, equipment, fixtures, tools, implements, and other items and facilities required for, or in connection with, or for inclusion or incorporation into, the Project and (2) all labor, supervision, transportation, utilities, storage and all other services required for or in connection with the Project, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 CONTRACTOR'S STANDARD OF CARE, CONDITIONS AND LEGAL REQUIREMENTS

§ 2.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as set forth in the Contract (the standards of this Section 2.2.1 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of or by the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 2.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents and all Legal Requirements bearing on Contractor's performance of the Work, and the Contractor shall obtain and post all necessary permits at the site.

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§ 2.2.3 Legal Requirements and Agency Requirements

§ 2.2.3.1 Without limiting the responsibility of the Contractor under other provisions of the Contract Documents, the Contractor shall comply with and conduct the Work in accordance with all Legal Requirements bearing on Contractor’s performance of the Work which shall include, without limitation, compliance with the requirements of Connecticut Regulation Sections 16a-38k-1 through 9 (High Performance Building Requirements), including any waste stream management requirements to the extent such High Performance Building Requirements are specified in the Contract Documents.

§ 2.2.3.2 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable Legal Requirements.

§ 2.2.3.3 Contractor shall provide Change Orders and supporting documents and other required documentation in the form required by DECD and any other of the Agencies. Contractor shall also maintain records and reports as required by the DECD and other Agencies.

§ 2.2.3.4 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor, its Subcontractors, or any Sub-subcontractors for such party’s own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor or its Subcontractors or any Sub-subcontractors that is designated by the Owner in accordance with applicable Legal Requirements as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 2.3 THE CONTRACTOR’S PROJECT TEAM

§ 2.3.1 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 reasonable skill and judgment in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use Contractor’s best efforts to furnish, at all times, an adequate supply of skilled workers and materials, and to perform the Work in the most expeditious and economical manner consistent with the Owner’s interests.

§ 2.3.2 The Contractor’s project team ("Project Team") will consist of the following:

Project Executive: Michael Clifford
Project Manager: Rob Lamarre
Superintendent: Ed Wambolt

The Contractor acknowledges that, in entering into this Agreement, the Owner is relying upon the fact that each of the members of the Project Team will continue to perform his or her services throughout the entirety of the performance of the Work. No change will be made in the membership of the Project Team without the Owner’s prior written approval, which approval shall not be withheld on an arbitrary basis. The Contractor will, upon reasonable notice from the Owner, replace any member of the Project Team that the Owner reasonably deems unsatisfactory.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work in accordance with the Contract Documents and the construction schedule attached hereto as **Exhibit B** (the "Construction Schedule"):

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

Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 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 |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. **TIME IS OF THE ESSENCE** in the completion of the Work.

ARTICLE 4 CONTRACT SUM

§ 4.1 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 Eight Million Six Hundred Twenty-Five and 00/100 Dollars (\$ 8,625,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum and identified in the Bid Form for the Project:

| Item | Price |
|--|-----------------------|
| Alternate #3 – Deduct alternate for Plantings | (\$25,000.00) Deduct |
| Alternate #5 – Deduct alternate for Wainscot Panels and Stiles | (\$25,000.00) Deduct |
| Alternate #6 – Deduct alternate for Asphalt Shingles | (\$275,000.00) Deduct |
| Alternate #7 – Deduct alternate for Kitchen Equipment | (\$45,000.00) Deduct |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

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

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

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Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

The Contractor represents that the Drawings and Specifications and other materials and information furnished to the Contractor are sufficiently detailed to enable the Contractor to firmly establish the Contract Sum, subject to clarifications and assumptions (if any) expressly herein set forth.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 The Contractor shall submit pencil-copy versions of Applications for Payment to the Architect and Owner's Representative not later than the 25th day of a month and final versions of Applications for Payment, along with all required Supporting Documentation as referenced in Sections 9.3.1 and 9.3.1.1 of the AIA Document A201-2017, on a monthly basis to the Architect (with a copy to the Owner and the Owner's Representative) not later than the 30th day of a month. The Owner shall, subject to the provisions of Section 9.6.8 of the AIA Document A201-2017, make payment of the amount certified by the Architect to be due the Contractor not later than thirty (30) days after the Architect receives the Application for Payment and all required supporting documentation. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, Supporting Documentation shall include, without limitation, a properly executed release and waiver of mechanics liens from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor. In addition to the foregoing, commencing with the first Application for Payment and continuing with each Application for Payment submitted thereafter, the Contractor shall provide a properly executed conditional release and waiver of mechanics liens in form acceptable to the Owner from the Contractor and each Subcontractor and material or equipment supplier whose Work is included on the Application for Payment subject only to receipt of payment under such Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents and approved by the Owner and the Architect pursuant to Section 9.2 of the AIA Document A201-2017 (the "Schedule of Values") . The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported

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by such data to substantiate its accuracy, as the Architect may require. This Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Each Application for Payment shall include a statement showing the status of all pending change orders, other pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance, and a description of any work completed.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work based on the Schedule of Values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the AIA Document A201-2017;
- .5 Retainage withheld pursuant to Section 5.1.7; and
- .6 Any additional amounts required by law to be withheld by the Owner due to the Contractor's failure to comply with its obligations under Connecticut General Statutes Sections 4a-60, 4a-60(a) or Sections 46a-68c to 46a-68f, inclusive. Unless otherwise required by applicable law, the Owner shall withhold two percent (2%) of each progress payment (the "CHRO Holdback") until such time as the Connecticut Commission on Human Rights and Opportunities ("CHRO") notifies the Owner that it may release the CHRO Holdback to the Contractor.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

Five percent (5%) of each progress payment.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Upon Substantial Completion of the Work and such acceptance, and consent of surety if any, the Owner shall release and make payment of all or a portion of retainage as applicable to the Work that is complete in accordance with the Contract Documents.

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor or any other person or entity for whom or which any of them is responsible, the Owner shall pay the Contractor any additional amounts to the extent required under Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 Contractor shall use payments made under this Agreement solely for the purpose of paying for the performance of the Work pursuant to the Contract Documents. Contractor shall pay for all labor and services performed and materials, equipment and machinery supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by applicable Legal Requirements (as defined in Section 3.7.2 of the AIA Document A201-2017).

§ 5.1.11 Contractor shall pay any amounts due a Subcontractor or supplier, whether for labor or services performed or materials, equipment or machinery furnished, not later than ten (10) days after the date the Contractor receives payment from the Owner which encompasses such labor or services performed or materials, equipment or machinery furnished by such Subcontractor or supplier. The Contractor shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any sub-subcontractors or suppliers not later than ten (10) days after the Subcontractor or supplier receives a payment from the Contractor which encompasses labor or services performed or materials, equipment or machinery furnished by such sub-subcontractor or supplier.

Retainage withheld by the Contractor on amounts due any Subcontractor or supplier shall not exceed five percent (5%) of such amount due.

§ 5.2 Final Payment

§ 5.2.1 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 Work and all of its obligations under the Contract Documents except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect’s final Certificate for Payment. The Architect’s final Certificate for Payment shall not be issued until such time as all required Supporting Documentation has been submitted to the Architect by the Contractor.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest only to the extent required by Connecticut law and, if so required, at the minimum required rate.

§ 5.4 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;

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- .2 Any part of such payment is attributable to Work which the Owner or Architect determines that, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or

(Paragraph deleted)

- .3 The Contractor has failed to make payments properly to Subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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 by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

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Rich Fortunato
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Email: richf@csgroup-llc.com
Tel: 860-205-6355

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Michael Clifford
President/Principal
BRD Builders, LLC
2099 Main Street
Hartford, CT 06120
Tel: 860-706-0359
Email: mikeclifford70@gmail.com

§ 8.4 The Contractor's representative shall not be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as required and set forth in Exhibit A, Insurance and Bonds attached hereto, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, Insurance and Bonds attached hereto, and elsewhere in the Contract Documents.

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

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

Notice pursuant to Section 1.6.1 of the AIA Document A201-2017 may be delivered by electronic mail to the email address for the recipient's representative identified in Sections 8.2 and 8.3 above, as applicable. The subject line of the email shall include the address of the Project and be electronically flagged as "urgent".

§ 8.7 Other provisions:

§ 8.7.1 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

- 1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- 2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- 3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- 4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 8.7.2 **Execution in Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies

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of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

§ 8.7.3 Nondiscrimination Affirmation. The Contractor hereby certifies that Contractor (i) has reviewed Connecticut General Statutes §4a-60 and §4a-60a (portions of which are set forth in Section 3.1.7 of the AIA Document A201-2017, (ii) understands the obligations of that section, and (iii) will maintain a policy for the duration of this Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of Connecticut General Statutes §4a-60 and §4a-60

The Owner prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.

No person shall be denied or subjected to discrimination on account of any services or activities resulting from this Contract on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension in whole or in part of the Contract by the Owner and may result in ineligibility for further contracts with the Owner. The Contractor shall at all times comply with all applicable municipal, state, and federal anti-discrimination laws, rules, regulations and requirements.

§ 8.7.3 Set-Aside This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises (SBE) from the Connecticut Department of Administrative Services (DAS). A minimum of six and one-quarter percent (6.25%) of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (M/W/DisBE). The Contractor must demonstrate good faith efforts to meet the set-aside goals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 This Agreement
- .2 Exhibit A, Insurance and Bonds
- .3 AIA Document A201-2017, as modified
- .4 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.)

- .5 Drawings

| Number | Title | Date |
|---------------|-------|------|
| See Exhibit D | | |

- .6 Specifications

| Section | Title | Date | Pages |
|---------------|-------|------|-------|
| See Exhibit E | | | |

- .7 Addenda, if any:

| Number | Date | Pages |
|-------------|--------------------|-------------------|
| Addendum #1 | September 22, 2022 | Twenty-Eight (28) |

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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 also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] 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 |
|----------|-------|------|-------|
|----------|-------|------|-------|

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

- Project Manual for the Project prepared by the Architect and dated September 9, 2022
- Exhibit B - Construction Schedule
- Exhibit C - Wage Rates
- Exhibit D - Drawings
- Exhibit E - Specifications

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____

Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:45:24 ET on 01/27/2023.

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AGREEMENT made as of the 3rd day of February in the year 2023

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Town of Colchester, CT
127 Norwich Avenue
Colchester, CT 06451

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BRD Builders, LLC
2099 Main Street
Hartford, CT 06120

...

Construction of new Senior Center
15 Louis Lane
Colchester, CT 06415

...

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

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The Contract Documents consist of this Agreement, ~~Conditions of the Contract (General, Supplementary, and other Conditions), AIA Document A201-2017,~~ as modified by the Owner (as so modified, referred to herein as the "AIA Document A201-2017"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT AND CONTRACTOR'S STANDARD OF CARE

The Contractor shall fully execute the Work described ~~in the Contract Documents,~~ in, and reasonably inferable from the Contract Documents including, but not limited to, the furnishing of (1) all materials, supplies, equipment, fixtures, tools, implements, and other items and facilities required for, or in connection with, or for inclusion or incorporation into, the Project and (2) all labor, supervision, transportation, utilities, storage and all other services required for or in

connection with the Project, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 CONTRACTOR'S STANDARD OF CARE, CONDITIONS AND LEGAL REQUIREMENTS

§ 2.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as set forth in the Contract (the standards of this Section 2.2.1 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of or by the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 2.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents and all Legal Requirements bearing on Contractor's performance of the Work, and the Contractor shall obtain and post all necessary permits at the site.

§ 2.2.3 Legal Requirements and Agency Requirements

§ 2.2.3.1 Without limiting the responsibility of the Contractor under other provisions of the Contract Documents, the Contractor shall comply with and conduct the Work in accordance with all Legal Requirements bearing on Contractor's performance of the Work which shall include, without limitation, compliance with the requirements of Connecticut Regulation Sections 16a-38k-1 through 9 (High Performance Building Requirements), including any waste stream management requirements to the extent such High Performance Building Requirements are specified in the Contract Documents.

§ 2.2.3.2 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable Legal Requirements.

§ 2.2.3.3 Contractor shall provide Change Orders and supporting documents and other required documentation in the form required by DECD and any other of the Agencies. Contractor shall also maintain records and reports as required by the DECD and other Agencies.

§ 2.2.3.4 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor, its Subcontractors, or any Sub-subcontractors for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor or its Subcontractors or any Sub-subcontractors that is designated by the Owner in accordance with applicable Legal Requirements as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 2.3 THE CONTRACTOR'S PROJECT TEAM

§ 2.3.1 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 reasonable skill and judgment in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use Contractor's best efforts to furnish, at all times, an adequate supply of skilled workers and materials, and to perform the Work in the most expeditious and economical manner consistent with the Owner's interests.

§ 2.3.2 The Contractor's project team ("Project Team") will consist of the following:

Project Executive: Michael Clifford

Project Manager: Rob Lamarre

Superintendent: Ed Wambolt

The Contractor acknowledges that, in entering into this Agreement, the Owner is relying upon the fact that each of the members of the Project Team will continue to perform his or her services throughout the entirety of the performance of the Work. No change will be made in the membership of the Project Team without the Owner's prior written approval, which approval shall not be withheld on an arbitrary basis. The Contractor will, upon reasonable notice from the Owner, replace any member of the Project Team that the Owner reasonably deems unsatisfactory.

PAGE 3

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

PAGE 4

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire ~~Work~~ Work in accordance with the Contract Documents and the construction schedule attached hereto as **Exhibit B** (the "Construction Schedule"):

...

Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. **TIME IS OF THE ESSENCE** in the completion of the Work.

...

§ 4.1 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 Eight Million Six Hundred Twenty-Five and 00/100 Dollars (\$ 8,625,000.00), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum~~ Sum and identified in the Bid Form for the Project:

...

| | |
|---|------------------------------|
| <u>Alternate #3 – Deduct alternate for Plantings</u> | <u>(\$25,000.00) Deduct</u> |
| <u>Alternate #5 – Deduct alternate for Wainscot Panels and Stiles</u> | <u>(\$25,000.00) Deduct</u> |
| <u>Alternate #6 – Deduct alternate for Asphalt Shingles</u> | <u>(\$275,000.00) Deduct</u> |
| <u>Alternate #7 – Deduct alternate for Kitchen Equipment</u> | <u>(\$45,000.00) Deduct</u> |

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N/A

...

The Contractor represents that the Drawings and Specifications and other materials and information furnished to the Contractor are sufficiently detailed to enable the Contractor to firmly establish the Contract Sum, subject to clarifications and assumptions (if any) expressly herein set forth.

...

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () The Contractor shall submit pencil-copy versions of Applications for Payment to the Architect and Owner's Representative not later than the 25th day of a month and final versions of Applications for Payment, along with all required Supporting Documentation as referenced in Sections 9.3.1 and 9.3.1.1 of the AIA Document A201-2017, on a monthly basis to the Architect (with a copy to the Owner and the Owner's Representative) not later than the 30th day of a month. The Owner shall, subject to the provisions of Section 9.6.8 of the AIA Document A201-2017, make payment of the amount certified by the Architect to be due the Contractor not later than thirty (30) days after the Architect receives the Application for Payment. Payment and all required supporting documentation.

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

§ 5.1.3.1 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, Supporting Documentation shall include, without limitation, a properly executed release and waiver of mechanics liens from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor. In addition to the foregoing, commencing with the first Application for Payment and continuing with each Application for Payment submitted thereafter, the Contractor shall provide a properly executed conditional release and waiver of mechanics liens in form acceptable to the Owner from the Contractor and each Subcontractor and material or equipment supplier whose Work is included on the Application for Payment subject only to receipt of payment under such Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values Documents and approved by the Owner and the Architect pursuant to Section 9.2 of the AIA Document A201-2017 (the "Schedule of Values"). The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Each Application for Payment shall include a statement showing the status of all pending change orders, other pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance, and a description of any work completed.

§ 5.1.6 In accordance with the AIA Document A201™-2017, General Conditions A201-2017 of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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.1 That portion of the Contract Sum properly allocable to completed ~~Work;~~Work based on the Schedule of Values;

...

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

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the AIA Document A201-2017; andA201-2017;

.5 Retainage withheld pursuant to Section ~~5.1.7.5.1.7;~~ and

.6 Any additional amounts required by law to be withheld by the Owner due to the Contractor's failure to comply with its obligations under Connecticut General Statutes Sections 4a-60, 4a-60(a) or Sections 46a-68c to 46a-68f, inclusive. Unless otherwise required by applicable law, the Owner shall withhold two percent (2%) of each progress payment (the "CHRO Holdback") until such time as the Connecticut Commission on Human Rights and Opportunities ("CHRO") notifies the Owner that it may release the CHRO Holdback to the Contractor.

...

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

...

Five percent (5%) of each progress payment.

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§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: Upon Substantial Completion of the Work and such acceptance, and consent of surety if any, the Owner shall release and make payment of all or a portion of retainage as applicable to the Work that is complete in accordance with the Contract Documents.~~

...

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor or any other person or entity for whom or which any of them is responsible, the Owner shall pay the Contractor any additional amounts ~~in accordance with~~ to the extent required under Article 9 of AIA Document A201-2017.

...

§ 5.1.10 Contractor shall use payments made under this Agreement solely for the purpose of paying for the performance of the Work pursuant to the Contract Documents. Contractor shall pay for all labor and services performed and materials, equipment and machinery supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by applicable Legal Requirements (as defined in Section 3.7.2 of the AIA Document A201-2017).

§ 5.1.11 Contractor shall pay any amounts due a Subcontractor or supplier, whether for labor or services performed or materials, equipment or machinery furnished, not later than ten (10) days after the date the Contractor receives payment from the Owner which encompasses such labor or services performed or materials, equipment or machinery

furnished by such Subcontractor or supplier. The Contractor shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any sub-subcontractors or suppliers not later than ten (10) days after the Subcontractor or supplier receives a payment from the Contractor which encompasses labor or services performed or materials, equipment or machinery furnished by such sub-subcontractor or supplier.

Retainage withheld by the Contractor on amounts due any Subcontractor or supplier shall not exceed five percent (5%) of such amount due.

...

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

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~45 days after the issuance of the Architect's final Certificate for Payment, or as follows: Architect's final Certificate for Payment. The Architect's final Certificate for Payment shall not be issued until such time as all required Supporting Documentation has been submitted to the Architect by the Contractor.

...

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, only to the extent required by Connecticut law and, if so required, at the minimum required rate.

§ 5.4 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
.2 Any part of such payment is attributable to Work which the Owner or Architect determines that, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or

(Insert rate of interest agreed upon, if any.)

- ~~—%~~.3 The Contractor has failed to make payments properly to Subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

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Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.) as provided in Article 14 of AIA Document A201-2017.

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Rich Fortunato
Construction Solutions Group, LLC
1137 Main Street

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...

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President/Principal
BRD Builders, LLC
2099 Main Street
Hartford, CT 06120
Tel: 860-706-0359
Email: mikeclifford70@gmail.com

§ 8.4 ~~Neither the Owner's nor the~~ The Contractor's representative shall not be changed without ten days' prior notice to the other party.

...

§ 8.5.1 ~~The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, required and set forth in Exhibit A, Insurance and Bonds attached hereto, and elsewhere in the Contract Documents.~~

§ 8.5.2 ~~The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, Exhibit A, Insurance and Bonds attached hereto, and elsewhere in the Contract Documents.~~

...

Notice pursuant to Section 1.6.1 of the AIA Document A201-2017 may be delivered by electronic mail to the email address for the recipient's representative identified in Sections 8.2 and 8.3 above, as applicable. The subject line of the email shall include the address of the Project and be electronically flagged as "urgent".

...

§ 8.7.1 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 8.7.2 Execution in Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken 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.

§ 8.7.3 Nondiscrimination Affirmation. The Contractor hereby certifies that Contractor (i) has reviewed Connecticut General Statutes §4a-60 and §4a-60a (portions of which are set forth in Section 3.1.7 of the AIA Document A201-2017, (ii) understands the obligations of that section, and (iii) will maintain a policy for the duration of this

Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of Connecticut General Statutes §4a-60 and §4a-60

The Owner prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.

No person shall be denied or subjected to discrimination on account of any services or activities resulting from this Contract on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension in whole or in part of the Contract by the Owner and may result in ineligibility for further contracts with the Owner. The Contractor shall at all times comply with all applicable municipal, state, and federal anti-discrimination laws, rules, regulations and requirements.

§ 8.7.3 Set-Aside This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises (SBE) from the Connecticut Department of Administrative Services (DAS). A minimum of six and one-quarter percent (6.25%) of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (M/W/DisBE). The Contractor must demonstrate good faith efforts to meet the set-aside goals.

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- .1 AIA Document A101™ 2017, Standard Form of Agreement Between Owner and ContractorThis Agreement
- .2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™ 2017, General Conditions of the Contract for ConstructionA201-2017, as modified

...

See Exhibit D

...

See Exhibit E

...

| | | |
|--------------------|---------------------------|--------------------------|
| <u>Addendum #1</u> | <u>September 22, 2022</u> | <u>Twenty-Eight (28)</u> |
| <u>Addendum #2</u> | <u>October 6, 2022</u> | <u>Eighteen (18)</u> |

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Project Manual for the Project prepared by the Architect and dated September 9, 2022
Exhibit B - Construction Schedule
Exhibit C - Wage Rates
Exhibit D - Drawings
Exhibit E - Specifications

...

(Printed name and title)

Date: _____

(Printed name and title)

Date: _____



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 14:45:24 ET on 01/27/2023 under Order No. 2114342630 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)