

## 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 Connecticut General Statutes § 42-158n, 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

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Contractor by the terms of the Agreement (including the Standard Terms & Conditions and these Supplemental Terms & Conditions), 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 25<sup>th</sup> 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.