PROJECT MANUAL

TOWN OF SOUTH WINDSOR, CONNECTICUT

TIMOTHY EDWARDS MIDDLE SCHOOL
ROOF REPLACEMENT

100 ARNOLD WAY
SOUTH WINDSOR, CONNECTICUT 06074

STATE PROJECT NO. 132-0094 RR
HRA PROJECT NO. 2021-23

November 29, 2022

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272
292 MAIN STREET
MIDDLETOWN, CT. 06457

PROJECT MANUAL DIRECTORY

PROJECT: Roof Replacement for Timothy Edwards Middle School
100 Arnold Way
South Windsor, CT 06074

OWNER: South Windsor Public Schools
1737 Main Street
South Windsor, Connecticut 06074

ARCHITECT: Hibbard & Rosa Architects, L.L.C.
363 Main Street
Middletown, Connecticut 06457
Thomas F. Hibbard
Project Architect

Office # (860) 346-1809
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ROOF REPLACEMENT FOR
TIMOTHY EDWARDS MIDDLE SCHOOL
SOUTH WINDSOR, CT

PROJECT MANUAL

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ROOF REPLACEMENT FOR TIMOTHY EDWARDS MIDDLE SCHOOL

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INVITATION TO BIDDERS
ROOF REPLACEMENT
TIMOTHY EDWARDS MIDDLE SCHOOL
SOUTH WINDSOR, CT

The Town of South Windsor will receive sealed bids until 11:00 A.M., prevailing local time on Thursday, April 6, 2023 at the Director of Facility Operations Office, 1737 Main Street, South Windsor, CT 06074 at which time name of the firms that have submitted bids will be publicly read aloud. The building is open Monday thru Friday between the hours of 8:00 a.m. and 4:00 p.m.

1. All bids shall be sealed and clearly labeled Roof Replacement – Timothy Edwards Middle School, 132-0094 RR

2. Work required pursuant to this contract includes the following:

3. The Timothy Edwards Middle School roof replacement project consist of a base bid area and three add alternates. The base bid encompasses an area of approximately 89,417 sq. ft. The base bid roof area will have the existing modified roof membrane removed leaving the existing fiber board on the existing 3" polyisocyanurate insulation in place. Existing wet or damaged cover board and/or polyisocyanurate insulation will be replaced with new. An additional 2" of polisocyanurate insulation and ½" cover board will be installed over the existing insulation and cover board. A new modified roof system will be installed on the new 1/2" fiber board.

    a. Add alternates #1, #2 and #3 include additional areas of 7,041 sq. ft., 3,485 sq. ft. and 8,219 sq. ft.

    b. Other significant work includes replacement of the existing roof drains and installation of a new overflow roof drain system.

    c. General and Subcontract Bids shall consist of but are not limited to: general construction, carpentry, sheet metal work, painting, electrical work, site restoration and all other work necessary for or incidental to the full completion of the entire project, including all equipment, labor, material, and incidentals in connection therewith.

3. The work of this contract must be substantially complete by August 21, 2023. If not substantially complete by August 21, 2023 the contractor shall face a penalty of $100 for every calendar day beyond the substantial completion date.

4. 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 (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

5. In accordance with Connecticut General Statute Section 4a-100 and4b-91, a responsible bid must contain two (2) documents: The Contractor Prequalification Certificate and the Update (Bid) Statement. The classification ROOFING is required as a minimum.

6. Questions regarding the bid or the Contract Documents may be directed to Hibbard and Rosa Architects, L.L.C., 100 Riverview Center, Suite 272, Main Street, Middletown, Connecticut, 06457, Attn: Mr. Thomas Hibbard. E-mail; tom@hra.bz and Mr. Darrell Crowley, SW Public Schools. dcrowley@swindsor.k12.ct.us

7. Addenda will be issued via email to all mandatory walkthrough respondents

8. A Bid Bond of five percent (5%) of the bid amount is required. The selected bidder will be required to post Performance and Payment Bonds in the full amount of the Contract Sum.

9. The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and Certificate of Insurance to the Finance Director within ten (10) days of notice of bid award

10. A mandatory pre-bid meeting between prospective bidders and the Architect will convene in the **lobby of the School, located at 100 Arnold Way, South Windsor, CT., on Tuesday, March 28, 2023 at 3:00 pm** when project details will be discussed and questions answered. Bids will not be accepted from any firm that does not attend.

12. All bid proposals must be submitted on the designated forms. The Town of South Windsor Public Schools reserves the right to amend or terminate this Invitation to Bid; accept all or any part of a bid; reject any or all bids, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a bid; and award the bid, in whole or in part, including accepting a proposal or part of a proposal, that, in its judgement, will be in the South Windsor Public School's best interest. All bids must be completely filled out when submitted.

13. The Town of South Windsor, CT reserves the right to reject the low bid, or the unit prices when deemed in the best interest of the Owner, and to negotiate with the lowest qualified bidder.

INSTRUCTIONS TO BIDDERS

RESPONSE DATE

Two paper copies and one digital copy of your bid must be received at the South Windsor Public Schools Facility Operations Office, Room 100, 1737 Main Street, South Windsor, CT 06074, prior to 11:00 a.m. on April 6, 2023. Bids received after the above time will be rejected.

a. Sealed bids will be received at the Office of the Director of Facility Operations, SWPS, 1737 Main Street, Room 100, South Windsor, CT 06074, until 11:00 a.m. on April 6, 2023.
b. Bids received after that time will not be considered and will be returned unopened to the bidder.
c. All bids must be submitted in sealed envelopes, bearing on the outside, the name of the project for which the bid is submitted: Roof Replacement, Timothy Edwards Middle School, 132-0094RR and the name and address of the bidder.
d. If forwarded by US Postal mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope, address as specified.
e. The bid forms must be completed with a bid price for any or all of the options presented therein, except as otherwise expressly provided herein.

QUESTIONS AND AMENDMENTS

Any questions regarding the bid, including the process and procedures and specifications, are to be submitted in writing (e-mail acceptable) to:

Mr. Darrell Crowley, Director of Facility Operations, dcrowley@swindsor.k12.ct.us

And:

Mr. Thomas Hibbard, Hibbard & Rosa Architects, tom@hra.bz

The representatives listed above must receive any questions no later than 2:00 PM on Friday, March 31, 2023.The SWPS will answer all pertinent written questions by issuing an addendum, which shall become a part of the Invitation to Bid, containing all pertinent questions received as provided about and decision regarding same. Such addenda will be posted on the SWPS's website (www.southwindsorschools.org) and the CT Source contracting portal by Monday, April 3, 2023 at 3:00 PM. Each bidder is responsible for confirming with the SWPS whether any addenda have been issued, and if so, obtaining a copy of such addenda and completing its Bid in accordance with the Bid Documents modified by such addenda.

No oral statement of the SWPS, including oral statements by the representative listed above, shall be effective to waive, change, or otherwise modify any provision of the Bid Documents, and no bidder or prospective bidder shall rely on any alleged oral statement.

CONSIDERATION OF PROPOSALS

The submission of a bid will serve as conclusive evidence that the bidder has satisfied itself as to all requirements outlined in the bid documents and to all conditions concerning the work of the contract and the execution of any contract which may ensue. Each proposal should be submitted with the most favorable price and services standpoint. The SWPS reserves the right to reject any and/or all proposals or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of the contract terms at any time, and to select the bidder who, in the opinion of the SWPS, will best meet the interests of the SWPS, provided nothing herein, shall be deemed to waive any requirement of federal, state, or local law. Under no circumstances will the SWPS be responsible for the cost of preparing any proposal.

Proposers are advised to provide information detailed sufficiently to enable evaluation of their capabilities, experience, and approach to the services outlined in the proposal. Each proposal should provide a straight forward, concise description of the proposer's capabilities to satisfy the requirements of this Invitation to Bid.

OTHER INFORMATION

The contractor at all times shall observe and comply with all federal, state, and local laws and by-laws, ordinances and regulations in any manner affecting the conduct of the work.

All contractors or other persons providing services for the South Windsor Public Schools shall conform to the provisions of the Connecticut Occupational Safety & Health Act (OSHA) of the State of Connecticut.

Bidders are to address all aspects of the Bid Documents as they will be incorporated into the contract that the SWPS enters into with the selected vendor.

The SWPS reserves the right, either before or after the opening of bids, to ask any bidder to clarify its bids or submit additional information that the SWPS in its sole discretion deems desirable.

Costs for preparing bid

Each bidder's cost incurred in developing its bid are solely its responsibility, and the SWPS shall have no liability for such costs.

Ownership of bids

All bids submitted become the property of the SWPS and will not be returned to bidders.

Freedom of Information Act

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its proposal that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the SWPS, the SWPS shall, to the extent permitted by law, protect from unauthorized use and disclosure such Confidential Information.

Non-Collusion

By submitting a bid, each bidder, and each person signing on behalf of any bidder, certifies under penalty of perjury that, to the best of his/her knowledge and belief, the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor, and further, that the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor.

CONTRACT AWARD/EXECUTION

All bids will be publicly opened and names of companies submitting bids will be read aloud, on the date, time, and at the place identified in the Invitation to Bid. Bidders may be present at the opening.

The SWPS may elect to award the contract to other than the lowest bidder if it is judged to be in the best interest of the SWPS. Criteria which could be applied in the determination would include, but not be limited to, financial responsibility, service, performance on contracts, and experience. During the evaluation of the bids, the SWPS may request bidders to make oral presentations.

The SWPS reserves the following rights: (a) to reject any and all bids, in whole or in part, (b) to waive any irregularity, (c) to award or reject a bid on the basis of pervious performance, reputation or experience, (d) to accept the one that will be in the best interest of the district.

No bid will be accepted, nor contract awarded, to any contractor whose performance on any previous contract with this or any other school district has been determined to be unsatisfactory. The SWPS reserves the right to be the sole judge in this decision.

No contract will exist unless and until a written contract is executed by both the SWPS and the contractor. No bidder can claim any contract rights by virtue of submitting a bid, including the lowest bid.

Bidders will not include federal excise taxes nor state sales taxes from which SWPS are exempt.

INDEMINFICATION

The contractor agrees to indemnify, defend, and hold harmless the SWPS, its respective officers, employees and agents from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.

INSURANCE

The successful contractor shall provide a certificate of insurance naming the SWPS and the Town of South Windsor as "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the bidder with an insurance company which is licensed to do business in the State of Connecticut.

A. General Liability (including completed operations coverage) - $1,000,000 (combined single limit) and $2,000,000 aggregate coverage
   Bodily Injury – Property Damage Coverage/occurrence and $2,000,000 aggregate coverage.
B. Worker's Compensation per state statute
C. Comprehensive Automobile Liability:
   Bodily Injury – Property Damage Coverage/occurrence and $2,000,000 aggregate coverage.
D. Excess/Umbrella Liability (with all liability coverages as underlyers): $5,000,000
E. Workers' Compensation & Employers Liability-$1,000,000 in Employers Liability limits

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The South Windsor Public Schools is an Equal Opportunity Employer. The Board of Education transacts business with firms which are in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination. By submitting a bid you are indicating your firm does not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, or gender identify or expression, except in the case of a bona fide occupational qualification.

TOWN OF SOUTH WINDSOR

TO: Darrell Crowley
Director of Facility Operations
Town of South Windsor Public Schools

The undersigned_____ doing business in the Town of_____, County of_____, State of_____, submits herewith, in conformity with the specifications dated November 29, 2022, the following proposal.

ROOF REPLACEMENT – TIMOTHY EDWARDS MIDDLE SCHOOL

Work shall include all labor and materials required to install the new roof system of approximately 108,162 sq. ft. specified. The work includes a base bid encompassing approximately 89,417 sq. ft. and add alternates 1, 2 & 3 encompassing a total of approximately 18,745 sq. ft. Other work includes, but not limited to demolition, hazardous material abatement and disposal, carpentry, sheet metal work, skylight replacement, chimney re-pointing and all other miscellaneous items of work required for a complete installation in accordance with the requirements of the contract documents. Bidders should be aware it is the intent of the Town to install a roof top photovoltaic system upon completion of the work under this contract.

1. **BASE BID** (approximately 89,417 sq. ft of roof replacement)

   $_____

   (_____)
   written figures

2. **ADD ALTERNATE #1** (Includes the installation of an additional roof area of approximately 7,041 sq. ft.)

   $_____

   (_____)
   written figures

3. **ADD ALTERNATE #2** (Includes the installation of an additional roof area of approximately 3,485 sq. ft.)

$_____

(_____)
written figures

4. **ADD ALTERNATE #3** (Includes the installation of an additional roof area of approximately 8,219 sq. ft.)

$_____

(_____)
written figures

5. **TOTAL BID** (includes base bid and add alternate #1, #2 and #3)

$_____

(_____)
written figures

6. The Contractor shall quote in his Bid Proposal the following unit prices which may be as selected by the Owner.

	Unit	Added
1. Repair/patch metal roof deck	Sq. Ft.	_____
2. Replace deteriorated wood blocking with new wood blocking.	Ln. Ft.	_____
3. Replace wet/damaged polyisocyanurate insulation	Sq. Ft.	_____

7. Forms Included: The Bidder shall attach the following documents to the Bid:

a. Bid Bond – AIA 310
b. Non-Collusive Affidavit
c. Contractor Prequalification Statement – AIA 305
d. CHRO Bidder Contract Compliance Monitoring Report

8. Name of Subcontractor(s) to be utilized.

_____

_____

_____

_____

Name of
Bidder:_____

By _____

Title_____

Address of
Bidder_____

_____

_____

Telephone No. _____

E-mail _____

9. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

Addendum	Signature	Date
No.1		
No.2		
No.3		
No.4		

TOWN OF SOUTH WINDSOR
REQUESTS FOR BIDS

Under penalty of perjury and other remedies available to the Town of South Windsor, South Windsor, CT the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions and contract documents, including any addenda, which are all made part of this bid.

_____ _____
Signature of Authorized Person Date

_____
Printed Name of Authorized Person

_____
Company Title of Authorized Person

_____
Name of Company

_____
Address of Company

_____
City, State, and Zip Code

_____
Telephone Number

_____
E-mail

_____

AFFIRMATIVE ACTION STATEMENT

Date_____

The employment policies and practices of _____
(Vendor)
Are to recruit and employ qualified job applicants without discrimination based on race, creed, color, religion, age, sex, national origin or handicap and to treat all employees equally without discrimination because of race, creed, color, religion, age, sex, national origin or handicap.

_____
(Signature)

MUST BE ENCLOSED WITH BID

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
~~«Drafts»~~
~~«»~~

THE OWNER:
(Name, legal status and address)
~~«»«»~~
~~«»~~

THE ARCHITECT:
(Name, legal status and address)
~~«»«»~~
~~«»~~

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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.

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

DRAFT

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User Notes:

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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User Notes:

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

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ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

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§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

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§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

~~«Drafts»~~
~~«»~~

THE OWNER:
(Name, legal status and address)

~~«»«»~~
~~«»~~

THE ARCHITECT:
(Name, legal status and address)

~~«»«»~~
~~«»~~

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

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

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

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

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

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

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

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

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

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

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

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to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

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furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

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§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

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party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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ADVERTISEMENT AND BID DOCUMENTS
SUPPLEMENTARY INSTRUCTION TO BIDDERS

The Instruction to Bidders of this contract are stated in the AIA document A701, "Instruction To Bidders" – 1997; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the Instruction to Bidders, which where they are not specifically herein modified remain in full effect.

PART 1 GENERAL

1.1 COMPLETION DATE

A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contract Bid Form. There is no exception to this contract requirement, unless approved otherwise by contract change order.

B. If the work for this project is not substantially completed by 11:59 PM by the dates stipulated in the Contract Bid form for each of the bid components requiring durations or deadlines, liquidated damages of One Hundred Dollars ($100.00) per day or part of thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial Completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in the project manual. "Substantial Completion" is further defined as the date at which the local authorities with jurisdiction over the project grant a temporary or permanent certificate of occupancy for each project area.

1.2 RESPONSIBIITY FOR MEASUREMENT OF QUANTITIES

A. The Contractors shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.3 DISCREPANCIES AND ADDENDA

A. Should a bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to the meaning, they shall notify the Owner at once, who will forward written Addenda, Oral communications will not be considered valid, legal or binding. No Change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.4 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, Fifth Edition, 1997. The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 Make the following changes:

3.1.1 Delete all but the first sentence.

3.4.1 Revise to read as follows: Addenda will be forwarded by the Town of South Windsor or it's agents via e-mail.

3.4.3 Revise to read as follows: Addenda will be issued no later than April 3, 2023, except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of bids.

ARTICLE 4 Make the following changes:

4.2.2 Revise to read as follows: Bid surety to be furnished on standard forms by Bidder's surety.

4.3.2 Revise: "be returned unopened" to read "not be opened"

ARTICLE 5 Make the following changes:

5.1 Revise to read as follows: The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be available to Bidders and will available by contacting the Town of South Windsor.

ARTICLE 6 Make the following changes:

6.1 The Owner will make investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

6.2 Delete in its entirety.

ARTICLE 7 Make the following changes:

7.2.2 Delete in its entirety.

Add the following:

7.3 The Contractor and the surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein as reference.

7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.

7.5 If there is no Owner Default, the Surety's obligation under the Bond shall arise after.

7.5.1 The Owner has notified the Contractor and the surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and

7.5.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:

7.6.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract; or

7.6.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors.

7.6.3 Obtain Bids from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified suety equivalent to the bonds on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

7.6.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances.

7.6.4 (a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner.

7.6.4 (b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

7.8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6: and

7.8.3 Late delivery penalties or if penalties are not specifies in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7.9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

7.10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of this work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

7.12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

7.13 When this bond has been finished to comply with a statutory or other legal requirement in the location where the construction was performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

7.14 Definitions

7.14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

7.14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

7.14.3 Contractor Default: Failure of the Contractor , which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

7.14.4 Owner Default: Failure of the Owner , which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Add the following:

ARTICLE 9

9.1 WATCHMAN: The employment of continuous watchman service to guard the property during and all hours shall be at the discretion of the Contractor. However, the Contractor shall remove and restore all work or temporary structures damaged by fire, vandalism or similar acts at no extra cost to the Owner.

9.2 CLEANING UP: The Contractor shall provide all project cleaning and removal of materials along with protection of the work and existing conditions. In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within twenty-four (24) hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within twenty-four (24) hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

9.3 REMOVAL OF MATERIALS: All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide shop drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.

9.4 PROTECTION OF EXISTING UTILITIES AND SERVICES: The Contractor shall locate and mark the exact locations of the utilities or services and adequately protect them from damage during the work. In the event that any are accidentally disturbed, the Contractor shall repair or replace such damage immediately and restore service as promptly as possible.

9.5 OVERTIME: The Contractor must include within their base price all overtime, nights, holidays and weekends as required to meet the Project Completion date.

9.6 PERMITS: The Contractor must obtain their own town building permits at no additional charge to the Owner. Town of South Windsor permits can be obtained from the Town of South Windsor at No Cost to the Contractor except for the State Education permit cost of $0.26/$1,000.00 value.

9.7 SUPERVISION: The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while work persons are on site.

9.8 GUARANTEES: The workmanship and materials for this project shall be guaranteed by the Contractor in writing on the Contractor's letterhead, for two (2) years from the date of Substantial Completion except as modified by the Contract Documents.

9.9 In accordance with CGS Secs. 4a-100 and 4b-91, a responsible bid that exceeds $500,000 for this building project must contain two (2) documents: The **Contractor Prequalification Certificate and the Updated (Bid) Statement**. These two (2) documents must be submitted with the bid form. Contact the DAS Contractor Prequalification Unit at 860-713-5280 for more information. The Classification of **Roofing Contractor** is required as a minimum.

9.10 The Contractor who is selected to perform this State project must comply with CT General Statutes 4a-60, 4a-60a, 4a-60g and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative services (DAS) under provisions of CT General Statute 4a-60g, as amended. **(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)** The Contractor must demonstrate good faith effort to meet the twenty-five (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

ARTICLE 10

10.1 BIDDERS REPRESENTATION: Each Bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents.

The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

End of Supplementary Instructions

ADVERTISEMENT AND BID DOCUMENTS
SUPPLEMENTARY CONDITIONS

The General Conditions of this contract are stated in the AIA document A201, "General Conditions of the Contact for Construction" – 2007; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. – General Provisions

1.1.1 Delete the last sentence beginning "Unless specifically enumerated." and substitute the following:

The Contract Documents also include the Contract Proposal Form and the General Bidding Instructions and all other documents listed in 1.1.7 (PROJECT MANUAL).

1.2 Add the following subparagraph 1.2.3.1:

When applied to materials and equipment required for work, the words "furnish", "install", and "provide" shall mean the following. The word provide shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use. The word "furnish" shall mean to secure, pay for deliver to site, unload, and uncrate materials and equipment. The word "install" shall mean to unload, uncrate, place in position, incorporate in the work, adjust clean, make fit and ready for use, and perform all services for materials and/or equipment furnished by others. The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material, and equipment and install..."

Add the following subparagraph 1.2.3.2:

In the event of a conflict between the documents, the following shall be the order of precedence:

1. Amendments and addenda shall take precedence over the Specifications.

2. The Specification shall take precedence over the drawings.

3. Stated dimensions shall take precedence over small scale dimensions.

4. Large scale detail drawings shall take precedence over small scale drawings.

5. Schedules shall take precedence over other data on the drawings.

Add the following subparagraph 1.2.3.3:

In case of a difference between Drawings and Specifications or within either document itself in describing the work, the better quality, greater quantity, or more costly work will be assumed to be and shall be included in the contract price. Refer the matter to the Architect's attention for resolution prior to bid opening.

Add the following subparagraph 1.2.4:

Before ordering any material or doing any work, the Contractor in all cases shall verify all locations, types, quantities and conditions of materials and shall be responsible for correctness of same.

Add the following subparagraph 1.2.6:

All work shown or referred to in the contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract", or "provided by the Owner"' or "not in the contract (NIC)"

Add the following subparagraph 1.2.7:

Parties to the contract shall not take advantage of obvious errors or apparent discrepancies in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

Article 2. – Owner

2.2 Information and Services Required of the Owner

2.2.5 Delete completely and substitute the following:

Two (2) sets of plans and specifications will be furnished to the bidder or bidders upon award of the contract. Additional sets may be purchased from Hibbard & Rosa Architects, LLC for $100.00 for one set of plans and one set of specifications.

2.3 Owner's Right to Stop the Work

Add the following subparagraph 2.3.2:

All work and practices of an unsafe nature and not in accordance with the terms of the contract will be disallowed by the Owner or Owner's Representative. The Contractor shall promptly improve on said practices to the satisfaction of the Owner or the Owner's Representative.

Add the following subparagraph 2.3.3:

Neither the final payment nor any partial payment relieves the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, they shall make right any defect due therefrom which occurs within the same area.

Add the following subparagraph 2.3.4:

The Owner or Owner's Representative have the authority to stop work whenever the continuation of work threatens the building environment or creates an unsafe condition and the Contractor has not taken appropriate actions to correct deficiencies even when notified and given time to respond.

Article 3. – Contractor

3.1 General

Add the following subparagraph 3.1.4:

The Contractor shall schedule a Pre-Construction meeting with the Owner, Architect, building staff and all other interested parties to review the project and scope of work. The Pre-Construction meeting will be scheduled after the notice of award and prior to the start of any work. The Pre-Construction meeting will be held at the site and will at a minimum include the following:

1. Review scope of work.
2. Review project logistics including but not limited to; site access, storage of materials, removal of debris, interruptions to building operations.
3. Working hours.
4. Contractor's personnel who will have access to the building interior.
5. Staff points of contact.

The Architect will prepare and distribute minutes of the meeting.

3.6.1 Taxes

Add the following subparagraph 3.6.2:

Under the terms of the regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his bid nor change any use or sales tax thereon.

3.7 Permits, Fees, Notices

Add the following subparagraph 3.7.1:

The Town of South Windsor will waive the Town's portion of the Building Permit Fee. The Contractor shall be responsible to pay the State of Connecticut's portion of the building permit fee. The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as a part of the construction process.

Add the following subparagraph 3.7.1.1:

Contractor shall post building permit at job site.

Add the following subparagraph 3.7.5:

It is the Contractor's responsibility to secure all necessary permits and send out proper notifications. Contractor shall bear the cost of all fees above and beyond local building permits. The Contractor shall be responsible for obtaining Certificate of Occupancy and/or Compliance as might be required by the regulating authorities.

3.9 Superintendent

Add the following subparagraph 3.9.4:

The superintendent shall be called a Site Supervisor for purposes of this contract. He will also serve as a competent person per OSHA 29 CFR 1926.1101.

Add the following subparagraph 3.9.5:

The Site Supervisor/Competent Person will be present whenever work of any type is being performed on this project.

3.10 Contractor's Construction Schedules:

Add the following subparagraph 3.10.4:

Liquidated damages of $100.00 per calendar day will be assessed for late completion of the work.

3.12 Use of the Site

Add the following subparagraph 3.12.11:

Contractor shall submit letter of certification to the Architect for materials and assemblies which are required to have a flame spread or fire rating as described and required by applicable codes and the specifications.

3.17 Royalties and Patents

Add the following subparagraph 3.17.2:

The Contractor shall bear all costs for Patent Infringement penalties, fees and legal costs. The Contractor is responsible for his own licensing on Patents or be prepared to fully defend his discussion on the issue.

3.18 Indemnification

Add the following subparagraph 3.18.2.1:

To the fullest extent permitted by the law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless The Town of South Windsor, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance or lack or performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the subcontractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. If any and all claims against anyone hereunder by an employee of the subcontractor, or sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits act.

Article 7 – Changes in Work

7.1 Changes

7.1.1 Delete completely and substitute the following:

Changes in work may be accomplished after the execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 Delete paragraph completely.

7.2 Change Orders

7.2.2 Add the following subparagraph 7.2.2 :

If the cost or credit to the Town of South Windsor resulting from a change in the work is determined under clause 7.3.3.1 or 7.3.3.3, the following value of such cost or credit shall be determined as follows:

1. The cost of labor performed and material used by the Contractor with his own forces.

2. The cost of workman's compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bond.

3. Actual cost of rental rates for equipment employed and used directly on the work. The cost of the Contractor's own equipment shall be based upon rates set forth in the Associated Equipment Dealer's green book.

4. Ten percent (10%) of .1, .2, and .3 above-mentioned for overhead, superintendence, and profit; however, if the work to be performed results in a credit to the Town of South Windsor, no percentage of overhead and profit will apply.

5. On work to be performed by a Subcontractor, the Contractor's allowance is to be five (5%) applied to a total cost of Subcontractor's work, including his allowance as per Paragraph 7.

6. On any changes involving the Contractor, Subcontractor, or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.

7. On work to be performed by a subcontractor, the Subcontractor's allowance is to be ten percent (10%) for his overhead and profit applied to paragraphs .1, .2, and .3 above.

8. The Contractor , when performing work under .3 shall , when requested, promptly furnish in a form satisfactory to the Town of South Windsor, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3 Construction Change Directives

Add the following:

7.3.5 The "mutually acceptable fixed or percentage fee" referred to in paragraph 7.3.3.3 and the "reasonable allowance for overhead and profit" referred to in 7.3.6 shall be as follows: For work performed by General Contractor, cost to Owner may include allowance for overhead and profit not to exceed 15 % of the net cost of the work as defined above.

7.3.8 Delete paragraph completely

Article 8 – Time

8.3.1 Delete the following from subparagraph 8.3.1:

"or by delay authorized by the owner pending mediation and arbitration"

Article 9 – Payments and Completion

9.3 Applications for Payment

9.3.1.1 Delete paragraph completely

9.4 Certificates for Payment

9.4.1 In first sentence of paragraph change "seven" to "ten".

Add the following subparagraph 9.4.1.1:

The amount paid the contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the work.

Add the following subparagraph 9.4.1.2:

The Owner will within thirty (30) calendar days after approval of the application for Payment by the Building Committee, pay the Contractor the due amount, as approved by the Project Architect.

9.5 Decisions to Withhold Certification

Add the following subparagraph 9.5.2.1:

All prior payments are subject to corrections, adjustments made for such corrections may be made only by submission of a corrected Application for Payment.

9.6 Progress Payments

Add the following subparagraph 9.6.8:

No interest is to be allowed or paid by the Town of South Windsor upon any moneys retained under the provisions of this contract.

Add the following subparagraph 9.6.9:

Three (3) copies of the Certificate for Payment shall be forwarded to Mr. Thomas Hibbard, Architect, Hibbard & Rosa Architects, LLC. The Contractor shall include two (2) copies of the Certified Payrolls and OSHA 10 cards along with each submission for payment.

9.7 Failure of Payment

9.7.1 In the first sentence of the paragraph, change “seven” to “ten” and “ten” to “fifteen”

9.10 Final Completion and Final Payment

Add the following subparagraph 9.10.1.1:

Upon notice, verbal or written, from the Contractor that the work is complete, the Architect or other designated representative will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.

Add the following subparagraph 9.10.1.2:

After the Contractor has completed any such corrections to the satisfaction of the Architect or other designated representative and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the Architect or other designated representative may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for Labor Services, material and equipment furnished hereunder.

Add the following subparagraph 9.10.1.3:

If, on the basis of his observations and review of the work during construction, his final inspection and his approval of the final application for payment, the Architect is satisfied that the work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.

Add the following subparagraph 9.10.1.4:

Before issuance, and as a condition of final payment, the Contractor shall deliver the Certificate of Occupancy to the Owner. If a certificate of Occupancy is not required, deliver a letter from the Building Official saying so.

Add the following subparagraph 9.10.6:

The Contractor who is selected to perform this State project must comply with CT General Statutes 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative services (DAS) under provisions of CT General Statute 4a-60g, as amended. **(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)** The Contractor must demonstrate good faith effort to meet the twenty-five (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

Article 11 – Insurance and Bonds

11.1 Contractor's Liability Insurance

Delete the semicolon at the end of clause 11.1.1.1 and add:

including private entities performing work at the site and exempt from coverage on account of the number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project;

Delete the semicolon at the end of clause 11.1.1.2 and add:

persons or entities excluded by statute from the requirements of clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that clause.

Add the following subparagraph 11.1.1.9:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premise operations (including X, C and U coverage's as applicable)

2. Independent Contractors' Protective.

3. Products and Completed Operations.

4. Personal Injury Liability with Employment Exclusion deleted.

5. Contractual, including specified provision for Contractor's obligation under paragraph 3.18

6. Owned, non-owned and hired motor vehicles.

7. Broad Form Property Damage including Completed Operations.

Add the following subparagraph 11.1.1.10:

If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following subparagraph 1.1.1.11:

Commercial General Liability Insurance shall be as follows:

Each Occurrence:	$1,000,000
Personal/Advertising Injury Per Occurrence:	$1,000,000
Explosions, Collapse, and Underground Hazards.	Included
General Aggregate:	$2,000,000
Products and Completed Operations. Aggregate:	$1,000,000
Fire Damage Legal Liability:	$100,000

Comprehensive Automobile Liability Insurance shall include non-owned and hired automobiles. Coverage's shall be as follows:

Bodily Injury:

Each person	$1,000,000
Each occurrence	$2,000,000

Excess (Umbrella) Liability

$5,000,000 per occurrence and covering over the commercial general liability, auto liability and employers liability coverage. $5,000,000 general aggregate.

Workman's Compensation:

Connecticut Statutory Coverage

Employer's Liability:

Each Accident:	$100,000
Disease-Policy Limit:	$500,000
Disease-Each Employee:	$100,000

Thirty (30) day notice of cancellation on all policies is required.

All certificates shall be made out to the Contractor and all liability policies shall name the Town of South Windsor, as an additional insured.

Add the following subparagraph 11.1.12:

Submit ACORD insurance certificates with AIA Document C715 Attachment in triplicate. Answer all questions. Include title of authorized representative who signed certificate and the following statement "A copy of this certificate is on file in the office of the insurance company which underwrites the policy".

11.2 Owner's Liability Insurance

Add the following subparagraph 11.2.2:

Until the work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the whole work at the Site to the full insurance value thereof.

11.3 Property Insurance

Add the following subparagraph 11.3.1.6:

All losses defined which are not recoverable by virtue of the $10,000 Deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy will be absorbed by the Contractor.

11.4 Performance Bond and Payment Bond

Add the following subparagraph 11.4.3:

Furnish Performance Bond and Payment Bond for 100% of the Contract Amount, written by a surety licensed to do business in the State of Connecticut.

Article 13 – Miscellaneous Provisions

13.1 Governing Law

Add the following subparagraph 13.1.2:

The Contract shall comply with all applicable laws, regulations, and requirements, Federal, State of Connecticut and Local. All State, County and Town codes and ordinances are applicable. The Contractor shall adhere to all OSHA job safety requirements, and otherwise observe safe working practices. All details of the work shall be made in strict accordance with the latest edition of the National Electrical code.

13.6 Interest

Delete paragraph 13.6 in its entirety

13.8 Expenses Incurred as a Result of Default or Breech

Add the following paragraph 13.8:

If any party of this contract shall default or breech any of its Obligations, the defaulting or breeching party shall pay to the non- defaulting/breeching party all reasonable cost and expenses incurred in enforcing this contract, including a reasonable attorney fee.

13.9 Prevailing Wage Requirements

Add the following paragraphs 13.9.1:

Attention is called to the fact that no less than the prevailing wage rates set forth by the State of Connecticut pursuant to section 31-53/31-54 of the Connecticut General Statutes as amended and as referenced in the Specifications must be paid on this project. Such schedule will be furnished to any person requesting the same at no cost. Attention is called to the requirements for Workman's Compensation and Condition of Employment.

Add the following subparagraph 13.9.2:

A list of applicable prevailing wage rates must be posted in a conspicuous location at the work site for all of the Contractor's employees to see.

Article 14 – Termination or Suspension of the Contract

14.1 Termination by the Contractor

Add the following subparagraph 14.1.1.5:

Fails to remedy defective work.

Add the following subparagraph 14.1.1.6:

Third party claims against owner or reasonable evidence indicating probability of filing of such claim or claims.

Add the following subparagraph 14.1.1.7:

Reasonable evidence that work will not be completed within the Contract time.

Add the following subparagraph 14.1.1.8:

Persistent failure to carry out the work in accordance with the Contract Documents.

Add the following subparagraph 14.1.1.9:

Unnecessary or unreasonable delay in performing the work.

Add the following subparagraph 14.1.1.10:

This contract may be terminated if the Contractor is adjudged bankrupt, or, if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

14.2 Termination by the Owner for Cause

Delete completely and substitute the following subparagraph 14.2.2.3:

Furnish the work by whatever reasonable method the Owner may deem expedient.

14.3 Termination by the Owner for convenience

14.4.3 Delete completely and substitute the following:

14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work executed.

END OF SUPPLEMENTARY CONDITIONS

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists,systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes __No __ -Bidder is a minority business enterprise Yes __No __ (If yes, check ownership category) Black ___ Hispanic___ Asian American___ American Indian/Alaskan Native ___Iberian Peninsula___ Individual(s) with a Physical Disability___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes __No __	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes __No __	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes __No __NA __
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes __No __ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes __No __ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Others (please identify)			

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)	
	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving o f written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes ☐ No ☐ -Bidder is a minority business enterprise? Yes ☐ No ☐ (If yes, check ownership category) Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female ☐ -Bidder is certified as above by State of CT? Yes ☐ No ☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ☐ No ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ☐ No ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ☐ No ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ☐ No ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ☐ No ☐	9. Does your company have a mandatory retirement age for all employees? Yes ☐ No ☐
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ☐ No ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ☐ No ☐ N/A ☐
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ☐ No ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ☐ No ☐ N/A ☐
6. Does your company have a collective bargaining agreement with workers? Yes ☐ No ☐ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ☐ No ☐ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes ☐ No ☐	12. Does your company have a written affirmative action Plan? Yes ☐ No ☐ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☐ No ☐ If yes, give name and phone number:

Part III - Bidder Subcontracting Practices (Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	☐	☐			Work Experience	
Private Employment Agencies	☐	☐			Ability to Speak or Write English	
Schools and Colleges	☐	☐			Written Tests	
Newspaper Advertisement	☐	☐			High School Diploma	
Walk Ins	☐	☐			College Degree	
Present Employees	☐	☐			Union Membership	
Labor Organizations	☐	☐			Personal Recommendation	
Minority/Community Organizations	☐	☐			Height or Weight	
Others (please identify)	☐	☐			Car Ownership	
	☐	☐			Arrest Record	
	☐	☐			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section,

provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or

regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has

not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(4) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 46a-71. (Formerly Sec. 4-61d). Discriminatory practices by state agencies prohibited. (a) All services of every state agency shall be performed without discrimination based upon race, color, religious creed, sex, gender identity or expression, marital status, age, national origin, ancestry, intellectual disability, mental disability, learning disability or physical disability, including, but not limited to, blindness.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-70 to 46a-78, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60.

Sec. 46a-81i. Sexual orientation discrimination: Services of state agencies. (a) All services of every state agency shall be performed without discrimination based upon sexual orientation.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-81h to 46a-81n, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

Agency
Commission on Human Rights and Opportunities

Subject
Contract Compliance

Inclusive Sections
§§ 46a-68j-1—46a-68j-43

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Repealed August 23, 1990.

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Part I

Definitions and General Provisions

Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) "Affirmative action" means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state's economy. Additionally, "affirmative action" shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) "Agency" means the state or any political subdivision of the state other than a municipality;

(3) "Awarding agency" means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) "Contract" means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) "Contract compliance requirements" or "contract compliance statutes" means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71(d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) "Contractor" means a party to a contract with an awarding agency, and includes a contractor's agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that

it is unjust to recognize the separate existence of otherwise nominally independent entities. In addition to the foregoing, the word "contractor" shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) "Discriminatory practice" means the violation of law referred to in Section 46a-51(8) of the Connecticut General Statutes;

(9) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(10) "Good faith efforts" means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(11) "Minority business enterprise" means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) "Party" means a person having a legal or property interest in a contract;

(13) "Person" means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) "Political subdivision of the state" means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) "Protected group" means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) "Public works contract" or "public works project" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) "Reasonable technical assistance and training" means, but is not limited to, the extension of the following kinds of support services by a contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing assistance in the selection, organization and scheduling of suitable projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) "State" means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) "Subcontract" means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

(20) "Subcontractor" means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) "Support data" means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) "Technical assistance and training" means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-22. Nondiscrimination clause

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Part II

Obligations of Contractors

Sec. 46a-68j-23. Obligations of contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

(Effective August 23, 1990)

Sec. 46a-68j-24. Utilization of minority business enterprises

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the

Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

(1) policy statement;
(2) internal communication;
(3) external communication;

(4) assignment of responsibility;
(5) organizational analysis;
(6) work force analysis;
(7) availability analysis;
(8) utilization analysis;
(9) hiring/promotion goals and timetables; and
(10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

(1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
(2) 41 CFR Part 60-4, if the contractor is a construction contractor;
(3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
(4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
(5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-l through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

(1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;
(2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and
(3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall

state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-26. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or in advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

(1) employment analysis;
(2) subcontractor availability analysis;
(3) minority business enterprises goals and timetables;
(4) program goals and timetables; and
(5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-

68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-l through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval

of the plan and that the agency should withhold payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and

organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferrable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is overutilized, underutilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of underutilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its

workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

(Effective August 23, 1990)

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the

shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

(Effective August 23, 1990)

Sec. 46a-68j-29. Exempt contractors and subcontractors

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c);

(2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;

(3) the contract awarded is for less than $10,000.00;

(4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or

(5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract; or

(2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or

subcontractor if:

(1) the total value of any subcontract or subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand ($10,000.00) dollars;

(2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;

(3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;

(4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;

(5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;

(6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part III

Obligations of Awarding Agencies

Sec. 46a-68j-30. Obligations of awarding agencies

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(A) the bidder's success in implementing an affirmative action plan;

(B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

(11) report, as part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) undertake such other reasonable activities or efforts as the commission may prescribe.

(Effective August 23, 1990)

Sec. 46a-68j-31. Notification of contract awards by awarding agency

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was

reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

(5) a statement whether the contract is a public works contract;

(6) the duration of the contract;

(7) the dollar value of the contract; and

(8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

(1) for commodities or goods in the amount of $3,000.00 or less; or

(2) for leases, rental or personal service agreements in the amount of $4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-32. Contract monitoring reports

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated

time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part IV

Review and Monitoring

Sec. 46a-68j-33. Desk audit review

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a procing under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

(Effective August 23, 1990)

Sec. 46a-68j-34. Field review

(a) **The commission may conduct a field review:**

(1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;

(2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or

(3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

(c) A field review may consist of, but is not limited to, one or more of the following:

(1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;

(2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;

(3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;

(4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;

(5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;

(6) a review of the contractor's subcontracting policies and practices;

(7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;

(8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or

(10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-35. Conformance review

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

(1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;

(2) development and implementation of a program to enhance employment opportunities for members of protected groups;

(3) affirmative advertising, recruitment and training programs for members of protected groups;

(4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;

(6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or

(7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

(Effective August 23, 1990)

Sec. 46a-68j-36. Letters of commitment; monitoring

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

(Effective August 23, 1990)

Sec. 46a-68j-37. Cooperation with interested persons

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-38. Delegation of authority

To assure effective and efficient implementation and enforcement of Section 4a-60, as

amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

(1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;

(2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;

(3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;

(4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and

(5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

(Effective August 23, 1990)

Part V

Enforcement Proceedings

Sec. 46a-68j-39. Complaints

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

(1) has been engaged or is engaged in a discriminatory practice; and/or

(2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-40. Complaint investigation; hearing; appeal

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and

Section 46a-68j-39.

(Effective August 23, 1990)

Sec. 46a-68j-41. Notice of noncompliance

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-42. Recision of notice of noncompliance

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of

noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-43. Notice of adverse finding by presiding officer

(a) In addition to any other action taken, the commission may, following a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes;

and/or

(2) a state agency has purchased or contracted for supplies, materials, equipment or services contrary to Section 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

(Effective August 23, 1990)

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, "minority" means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(b) Said Office of Small Business Affairs shall: (1) Administer at least one regional office of the small business development center program within the Department of Economic and Community Development; (2) coordinate, with the director of the small business development center program, the flow of information within the technical and management assistance program within the Department of Economic and Community Development; (3) encourage Connecticut Innovations, Incorporated to grant loans to small businesses, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals; (4) coordinate and serve as a liaison between all federal, state, regional and municipal agencies and programs affecting small business affairs; (5) administer any business management training program established under section 32-352 or section 32-355 as the Commissioner of Economic and Community Development may determine; (6) provide a single point of contact for small businesses seeking financial and technical assistance from the state and quasi-public agencies; (7) coordinate all state funded revolving loan funds used to assist small businesses; and (8) establish, in cooperation with the Commissioner of Economic and Community Development, and within available appropriations, an informational web page with a list and links to all small business resources available and post them in a conspicuous place on the department's web site. The office shall update this information on its web site on at least a quarterly basis.

(c) On or after February 1, 2011, the Office of Small Business Affairs shall compile a summary of all small business activities and programs available and incorporate such summary into the report required pursuant to section 32-1m.

Affirmative Action Plans by State Government Agencies

Equal Employment Opportunity in Apprenticeship and Training

Sec. 46a-68-1. Scope and purpose

This regulation sets forth policies and procedures to promote equality of opportunity in State approved and registered apprentice training programs and to assure coordination with other state and federal equal opportunity statutes, including those enforced by the Connecticut commission on human rights and opportunities. These policies and procedures contained herein apply to the recruitment, selection, employment and training of apprentices. The procedures established provide for processing of complaints and for the deregistration of apprenticeship programs found to be operating in a discriminatory manner. This regulation promotes equal opportunity to encourage affirmative expansion of apprentice training opportunities for a larger number of labor force participants from those segments of the labor force where the need for upgrading levels of skill is greatest. Equality of opportunity in apprenticeship will be promoted by prohibiting discrimination based upon race, color, religious creed, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness unless such disability prevents performance of the work involved in apprenticeship programs, and by requiring affirmative action to provide equal opportunity in such apprenticeship programs. Voluntary affirmative action in apprenticeship programs has also been approved and endorsed by the United States Supreme Court. The Connecticut labor department, and the Connecticut commission on human rights and opportunities all encourage the inclusion of persons of all ages.

(Effective March 19, 1982)

Sec. 46a-68-2. Definitions

(a) "Commissioner" means the principal administrator directing and controlling all of the labor department activities including the job service program within the employment security division and the apprentice program within the office of job training and skill development.

(b) "Department" means the state of Connecticut labor department. Those units that will be primarily responsible will be the labor department's office of job training and skill development, which administers the apprenticeship program, the Connecticut state apprenticeship council and the apprentice information centers.

(c) "Council" means the nine member Connecticut state apprenticeship council appointed by the governor with equal representation from labor, management and the public, including the deputy commissioner, who advise and recommend to the commissioner and the department standards of apprenticeship and policies of administration.

(d) "Apprenticeship program" shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices as defined by the commissioner's regulation for apprenticeship programs.

(e) "Sponsor" shall mean any duly established firm, association, committee, organization

or corporation permanently located within the state of Connecticut with recognized capability to operate an apprenticeship program and in whose name the program is registered and approved.

(f) "Employer" shall mean any establishment which is party to an apprenticeship program employing an apprentice whether or not such establishment is a party to an apprenticeship agreement with the apprentice.

(g) "CHRO" shall mean the Connecticut commission on human rights and opportunities and its designated representatives administering fair employment practices under chapter 814 (c) of the Connecticut General Statutes, human rights and opportunities.

(h) "Race/ethnic and gender designations"

(1) White (not of Hispanic origin) a person having origins in any of the original peoples of Europe, North Africa or the Middle East.

(2) Minority

(a) Black (not of Hispanic origin): a person having origins in any of the Black racial groups of Africa.

(b) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race.

(c) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

(d) American Indian or Alaskan Native: a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribunal affiliation or community recognition.

(3) Female - as referred to in this regulation means either minority or nonminority women.

(i) "Eligibility pools" means a grouping of applicants who meet the qualifications of minimum legal working age; or a grouping of applicants who meet lawful qualification standards in addition to the minimum legal working age, provided that such pool shall be composed of applicants so qualified sufficiently representative of members of protected classes in order to make possible the achievement of goals and timetables.

(j) "Affirmative action" includes procedures, methods and programs, including projection of specific goals and timetables, which encourage the expansion of training opportunities and involve larger numbers of participants from those segments of the labor force where the need for upgrading is the greatest. It includes procedures, methods and programs for the identification, recruitment and training of present and potential minority and female apprentices. It is action which will equalize opportunity in state approved and registered apprentice programs and is not merely passive nondiscrimination.

(k) "Good faith efforts" are a program sponsor's actions to fulfill commitment to achievement of equal opportunity in the recruitment, selection, training and employment of apprentices, its actions to comply with the provisions of its written affirmative action plan and the attainment of its goals. Each case in which good faith efforts are in question shall be considered separately on its merits.

(*l*) "Goal" means a numerical objective fixed realistically in term of the number of vacancies expected within the sponsor's projected business conditions and planning, keyed to the availability of qualified applicants. A goal shall not be interpreted as a quota.

(m) "Timetable" means a specific reasonable period of time established by the sponsor to measure results within the sponsor's affirmative action plan.

(Effective March 19, 1982)

Sec. 46a-68-3. State of Connecticut authority

The authority for the implementation and adoption of these equal opportunity/affirmative action policies and procedures is vested in the commissioner under section 31-51d.* Further authority for promotion and enforcement of equal employment opportunities is contained in section 46a-72(d) (formerly section 4-61e(c)), section 46a-75 (formerly section 4-61h), and section 46a-68 (formerly section 4-61s) of the Connnecticut General Statutes in order to comply with all responsibilities under the provisions of the Connecticut human rights and opportunities law, Conn. Gen. Stat. chapter 814(c).

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* Which requires development of skill training opportunities for disadvantaged workers by inclusion thereof in apprenticeship agreements.

(Effective March 19, 1982)

Sec. 46a-68-4. Equal opportunity standards

(a) **Obligations of sponsors.** Each sponsor of an apprenticeship program agrees to:

(1) Recruit, select, employ and train apprentices during their apprenticeship without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry, or physical disability, including, but not limited to blindness.

(2) Uniformly apply rules and regulations concerning apprentices, including but not limited to equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action and all aspects of the administration of the apprenticeship program; and

(3) Adopt an affirmative action plan as required by this regulation and to take affirmative action to provide equal opportunity in apprenticeship.

(b) **Equal opportunity pledge.** Each sponsor of an affirmative action program agrees to include in its standards and its announcement for apprentice openings the following pledge: "The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to, blindness. The sponsor will take affirmative action to provide equal opportunity in applicable laws and regulations."

(c) **Programs presently registered and newly registered sponsors.** Such programs and sponsors shall, within 60 days of the effective date of these regulations, take the following

action:

(1) Assure inclusion in the standards of its apprenticeship program the equal opportunity pledge in section 46a-68-4(b).

(2) Adopt and implement an affirmative action plan as required by these regulations, unless section 46a-68-4(d) applies.

(3) Adopt and implement a selection procedure as required by these regulations.

(4) Submit the requested documentation to the department, including copies of its standards, affirmative action plan and selection procedure.

(5) Make documents which support the above available at the worksite for inspection and review by the department.

(d) Sponsors subject to federal laws and executive orders shall be judged in compliance with the requirements of this regulation pertaining to recruitment standards, affirmative action plans and selection procedures if it submits to the department satisfactory evidence that it is already subject to a federal equal employment opportunity program. Satisfactory evidence is defined as a letter from the sponsor's federal compliance review agency indicating that the sponsor's equal employment opportunity program has been reviewed and has been found to be in compliance with federal laws and executive orders. Alternatively, if a letter from the federal compliance review agency is unavailable, the sponsor shall send a letter to the department indicating that it has developed an equal employment opportunity program pursuant to appropriate federal laws and executive orders, that to the best of its knowledge it is in compliance with said laws and executive orders.

(e) **Programs with fewer than a total of five apprentices.** A sponsor of a program in which fewer than a total of five apprentices are employed shall not be required to adopt an affirmative action plan under section 46a-68-5 or a selection procedure under section 46a-68-6 provided that such program was not adopted to circumvent, and does not have the effect of circumventing, the requirements of this regulation. Exceptions to this requirement may be granted in accordance with section 46a-68-16.

(Effective October 22, 1982)

Sec. 46a-68-5. Affirmative action plans

(a) **Adoption of affirmative action plans.** A sponsor's commitment to equal opportunity in recruitment, selection, employment and training shall include the adoption of a written affirmative action plan as required by this regulation.

(b) **Outreach and positive recruitment.** Acceptable affirmative action plans should include provisions for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeships by expanding the opportunities of minorities and females to become eligible for apprenticeship selection.

Each sponsor shall effectively communicate its equal opportunity policy in such a manner as to foster understanding, acceptance and support among the sponsor's various officers, supervisors, employees and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under these regulations.

Each sponsor shall disseminate information concerning the nature of apprenticeship requirements, availability of apprenticeship opportunities, sources of applications and explanation of the equal opportunity policy of the sponsor. Such information shall be given as openings in the program arise, to the department and the Connecticut apprenticeship information job service network, which in turn will disseminate it to local schools, women's centers, outreach programs, the permanent commission on the status of women and community organizations which can effectively reach minorities and females in the sponsor's labor market area.

In recognition of the fact that the scope of a particular affirmative action plan will be determined by the size of the apprenticeship program and the amount of a particular sponsor's resources, any individual sponsor will not necessarily be requested to take specific steps in all the areas listed below. However, the affirmative action plan shall set forth those specific steps the sponsor does intend to take. Suggested actions follow:

(1) Each sponsor may cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(2) Each sponsor may make provision in its affirmative action program that those who complete pre-apprenticeship and preparatory trade training programs are afforded equal opportunity to participate in the sponsor's apprentice training program. It is understood that the completion of such training programs in no way confers favored status upon such applicants, and that those eventually selected for the apprenticeship program will be selected on the basis of merit.

(3) Each sponsor may utilize journeypersons to assist in the implementation of the affirmative action program.

(4) Each sponsor may grant advanced standing or credit on the basis of previously acquired experience, training, skills or aptitude for program applicants.

(5) Each sponsor may admit to apprenticeship programs persons whose age exceeds the usually preferred maximum age for admission to the program providing such individuals possess equal skills and aptitudes as those applicants whose age does not exceed the usually preferred maximum age.

(6) Each sponsor may take any other action needed to ensure the implementation of the objectives of its affirmative action program. Nothing in this section is meant to perform any violation of an existing, valid collective bargaining agreement, so long as such collective bargaining agreement was not written to circumvent or discourage affirmative action in apprenticeship programs and so long as such collective bargaining agreement does not have the effect of circumventing or discouraging affirmative action in apprenticeship programs.

(c) **Department obligations.** The department will provide technical assistance in the development and maintenance of a suitable affirmative action plan. Specifically, the department will:

(1) Provide a model affirmative action plan to be modified to meet the sponsor's employment situation.

(2) Provide, on at least an annual basis, the availability data necessary to maintain and update a sponsor's affirmative action plan.

(3) Provide individual counseling by department personnel to program sponsors with specific problems in the affirmative action plans upon request of such sponsors.

(4) Provide, through its offices, information on a pool of qualified applicants in the geographical area of any program sponsor.

(5) Expand its apprentice information system advisory and coordinating committee to include persons representing community-level organizations and apprenticeship outreach agenices as well as representatives of industry program sponsors.

(6) Expand the development of programs with the state department of education, the state community college system, the state technical college system and local boards of education in establishing trade preparatory classes, work experience foundation studies and pre-apprenticeship training programs to prepare for apprenticeship.

(7) Promote, with program sponsors in selected trades, their participation in the state's apprentice scholarship program or other special projects.

(8) Continue to offer, within the limits of existing funding, financial assistance to program sponsors for special training needs.

(d) **Goals and timetables.** A sponsor shall establish goals and timetables in its affirmative action plan regarding the utilization of minorities and women (minority and non-minority). Goals and timetables shall be related to the following factors:

(1) The size of the working age minority and female population in the program sponsor's labor market area.

(2) The size of the minority and female labor force in the program sponsor's labor market area.

(3) The percentage of minority and female participation as apprentices in the particular craft.

(4) The percentage of minority and female participation as journey persons employed by the employer or employers participating in the program.

(5) The general availability of minorities and females with present or potential capacity for apprenticeship in the program sponsor's labor market area. Such capacity or potential capacity shall be determined in part by the experience of the department and other outreach agencies.

(e) **Attainment of goals and timetables.** The department recognizes that goals and timetables cannot be inflexibly established or achieved by program sponsors and that each sponsor's goals and timetables must be subject to periods of reevaluation and modification. Compliance with these regulations shall be determined by the department to the degree that (1) a sponsor has met its goals within its timetables or (2) failing that, it has made a good faith effort to meet its goals and timetables. "Good faith effort" shall be as defined in section 46a-68-2(k). The department shall make all data relevant to minority and female labor force characteristics for the sponsor's labor market area, as specified in section 46a-68-5(c),

available to all program sponsors.

(Effective March 19, 1982)

Sec. 46a-68-6. Selection of apprentices

Each sponsor shall provide in its affirmative action program that the selection of apprentices shall be made under one of the methods specified in the following paragraphs (a) through (d) of this section, provided that the method chosen be appropriate and sufficient to the achievement of the sponsor's goals and timetables. Whichever method is adopted apprentices shall be selected on the basis of fair, objective and specific qualification standards stated in detail. If a sponsor's selection from the pool is not consistent with its goals and timetables, the sponsor shall be required to demonstrate that the qualification standards for selection are directly related to job performance.

(a) **Selection for a pool of current employees.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants already employed by the program sponsor in a manner prescribed either by an existing collective bargaining agreement between the sponsor and its union or by the sponsor's established promotion policy.

(b) **Selection from a pool of new applicants.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established through public notice which allows at least a two week application period with at least a 30 day prior notice to the department. Applications may be received at any time prior to a public notice but all applicants must compete for selection preference at the same time. A new public notice and selection procedure may be established for each year's class of apprentices. All interested applicants must reapply.

(c) **Selection from the department's pools.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established by the department in conjunction with its apprenticeship information system. Each pool will be maintained by the department in cooperation with various apprentice outreach agencies. The department will assure that each pool contains qualified applicants representative of all affected classes. A goal of 20 percent minorities and 40 percent females is established for the pool.

(d) **Alternative selection methods.** The sponsor may select apprentices by any other method providing that the sponsor demonstrates good faith efforts within the intent of these regulations.

(e) **Notification of applicants.** Each applicant will be notified whether or not he has been admitted to the appropriate eligibility pool based on meeting the minimum requirements established by the program sponsor.

(Effective March 19, 1982)

Sec. 46a-68-7. Record keeping

(a) **Sponsors.** Each sponsor shall keep the following records relevant to its apprenticeship program (1) the application of each applicant; (2) the qualifications of each applicant; (3) total applicants, applicants accepted and rejected by race, sex and physical

disability; (federal reporting records may be used as a base format) (4) apprentice program information.

(b) **Affirmative action plans.** Sponsors shall review their affirmative action plans for apprenticeship on an annual basis and update them where necessary.

(c) **Qualifications.** Each sponsor must maintain evidence that its qualification standards and selection methods are in accordance with the requirement set forth in section 46a-68-6 herein.

(d) The department will assist the sponsor upon request in establishing the above selection and record keeping procedures.

(e) **Records of the department.** The department shall keep adequate records, including registration requirements, individual program standards and registration records, program compliance reviews and investigations and any other records pertinent to a determination of compliance with this regulation.

(f) **Maintenance of records**.

(1) Apprentice applications - Each sponsor shall keep all apprentice applications for at least a one-year period unless a complaint has been filed, in which case it will be retained until the matter is resolved through all possible appeals.

(2) Applicant flow data shall be submitted to the department by the sponsor prior to the disposal of applications.

(3) Program information - Information relevant to the operation of the apprenticeship program shall be maintained for a period of one year subsequent to the term of the apprenticeship agreement unless a complaint has been filed, in which case pertinent records will be retained until the matter is resolved through all possible appeals.

(Effective March 19, 1982)

Sec. 46a-68-8. Compliance reviews

(a) **Conduct of compliance reviews.** The department will conduct regular reviews of apprenticeship programs to insure compliance with these regulations. Compliance reviews shall be of two types:

(1) A regular audit of each sponsor's program to be conducted as often as department resources and personnel allow, but not more than once in any 12-month period.

(2) A special audit to be conducted when the department has reason to believe such review is warranted. In both cases, the program sponsor will be notified at least one week in advance of the audit so that a mutually convenient appointment can be arranged.

(b) Where a compliance review indicates that the sponsor is not operating in accordance with this regulation, the department shall notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking sanctions under section 46a-68-12. In case of sponsors seeking new registration, the department will provide appropriate recommendations to the sponsor to enable it to achieve compliance for recognition purposes.

(Effective March 19, 1982)

Sec. 46a-68-9. Non-compliance with equal opportunity requirement

A consistent pattern or practice of non-compliance by a sponsor (or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee) with federal and state laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with section 12 if such compliance is related to the equal employment opportunity of apprentices and/or graduates of such an apprenticeship program under this regulation. When such a pattern or practice is determined not to be in compliance with applicable laws and regulations, the department shall notify the sponsor that it will be given 60 days to bring its program into compliance with these laws and regulations. The sponsor shall take affirmative steps to assist and cooperate with employees and unions in voluntarily fulfilling their equal opportunity obligations.

(Effective March 19, 1982)

Sec. 46a-68-10. Complaint procedure

(a) Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to blindness, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, alone, or through an authorized representative, file a complaint with the department. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this regulation.

(b) The department will immediately refer all such discrimination complaints to the Connecticut commission on human rights and opportunities for the filing of a separate complaint with that commission pursuant to Conn. Gen. Stat. chapter 814(c). The department will use its good offices to resolve its complaint on an informal basis. All apprenticeship complaints received by the Connecticut commission on human rights and opportunities will be referred to the department to resolve on an informal basis. If the department is not able to resolve complaints informally, the Connecticut commission on human rights and opportunities will implement its regular complaint procedure on the separate complaint filed with it under chapter 814(c). If the department is able to resolve the complaint, the Connecticut commission on human rights and opportunities will determine whether the resolution of the complaint complies with the Connecticut human rights and opportunities law, and will resolve its separate complaint in a manner appropriate to that determination.

(c) The department will notify all applicants and apprentices of the above complaint procedure.

(Effective March 19, 1982)

Sec. 46a-68-11. Adjustments in schedules

If, in the judgment of the department, a particular situation warrants and re-requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party effected by such determination will be prejudiced by such special processing.

(Effective March 19, 1982)

Sec. 46a-68-12. Sanctions

(a) Where the department, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is operating in a discriminatory manner, and corrective action has not been taken by the program sponsor, the department shall immediately undertake corrective action. If compliance is not forthcoming within a reasonable time, then the department shall immediately refer the matter and all pertinent information to the commission on human rights and opportunities for a determination through procedures conducted in accordance with chapter 814c.

(b) Deregistration proceedings shall be conducted either as a result of a compliance review conducted by the department, or as a result of a formal determination by the commission on human rights and opportunities. Deregistration shall be conducted in accordance with the following procedures:

(1) The department shall notify the sponsor, in writing, that a determination of discriminatory practices has been made and that the apprenticeship program will be deregistered based on the compliance review conducted by the department or a formal determination of the commission on human rights and opportunities.

(2) In each case which deregistration is ordered, the department shall make public notice of the order and shall notify the sponsor and the complainant, if any, and the United States labor department. The department shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the secretary in accordance with the procedures in federal regulations, 29 CFR 30.15.

(Effective March 19, 1982)

Sec. 46a-68-13. Reinstatement of program registration

Any apprenticeship program deregistered pursuant to this regulation may be reinstated upon presentation of adequate evidence to the department that the apprenticeship program will operate in accordance with this regulation in a non-discriminatory manner. Adequate evidence shall include, but not be limited to, a showing that the deficiency has been corrected, either by means of make-whole relief, prospective relief, or such other relief as shall be necessary to operate the program in a nondiscriminatory manner.

(Effective March 19, 1982)

Sec. 46a-68-14. Intimidatory or retaliatory acts

Any intimidation, threat, coercion, or retaliation by or with the approval of any sponsor

against any person or persons for the purpose of interfering with a right or privilege secured by Title VII of the Civil Rights Acts of 1964, as amended, Executive Order 11246, as amended, Conn. Gen. Stat. sec. 46a-60(a)(4), or because he or she had made a complaint, testified, assisted or participated in any manner in any investigative proceedings or hearings under this regulation or under the regulations issued by the commission on human rights and opportunities pursuant to Connecticut's human rights and opportunities laws shall be considered noncompliance with the equal opportunity standards of this regulation. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purpose of this regulation including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

(Effective March 19, 1982)

Sec. 46a-68-15. Nondiscrimination

The commitments contained in the sponsor's affirmative action program are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, creed, national origin, sex, mental retardation, marital status, ancestry or physical disability, including but not limited to blindness.

(Effective March 19, 1982)

Sec. 46a-68-16. Requests for exemption

Requests for exemptions from these regulations, or any part thereof, shall be made in writing to the commissioner and shall contain a statement of reasons supporting the request. The department shall consult with the commission on human rights and opportunities before granting such requests. Exemptions may be granted for good cause shown. The department shall notify the United States Labor Department of any such exemptions granted affecting a substantial number of employees and the reason therefor.

(Effective March 19, 1982)

Sec. 46a-68-17. Cooperation with the commission on human rights and opportunities

The department, pursuant to the statutory obligation of Conn. Gen. Stat. sec. 46a-77, shall cooperate with the commission on human rights and opportunities in its enforcement of the requirements of this section and other applicable provisions of state and federal equal opportunity law. The commission on human rights and opportunities will cooperate with the department's efforts to enforce this section and to otherwise comply with the requirements of state and federal equal opportunity law.

(Effective March 19, 1982)

DRAFT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

BOND AMOUNT: $ « »

PROJECT:
(Name, location or address, and Project number, if any)

« »
« »
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

Signed and sealed this « » day of « » , « »

	« »
	(Contractor as Principal) *(Seal)*
	« »
(Witness)	*(Title)*
	« »
	(Surety) *(Seal)*
	« »
(Witness)	*(Title)*

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« ~~Drafts~~»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.

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User Notes: (1956288334)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- **.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- **.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- **.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

DRAFT

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(1956288334)

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«~~Drafts~~»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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User Notes:

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT
(Prime Bidder)

State of_____)
ss
County of_____)

_____,being first duly sworn, deposes and says:

1. That he/she is a ( ) Partner; ( ) Officer; ( ) Owner of the firm of:

   _____
   the party making the foregoing proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;

3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of South Windsor or any person interested in the proposed contract.

5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and

6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to before me

This_____day of_____,20____.

_____
Notary Public

My Commission expires_____,20_____.

DRAFT

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)*

TYPE OF WORK: *(file separate form for each Classification of Work)*

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

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.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:

§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

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Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

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AIA® Document A101™ – 2007

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

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

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

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

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

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

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.

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

AIA Document A201™–2007, 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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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early 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 ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

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 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 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 certified amount 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 shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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 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, unless objected to by the Architect, 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.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add 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), less retainage of percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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.

§ 5.2 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 Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, 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 60 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

%

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

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

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Section	Title	Date	Pages

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

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

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.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)

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)*

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Minimum Rates and Classifications
for Building Construction

ID#: 23-46016

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2023-006 Project Town: South Windsor
State#: 132-0094RR FAP#:
Project: Timothy Edwards Middle School Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

------LABORERS------

As of: March 14, 2023

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is $26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15

5a) Millwrights	37.02	27.66
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	41.75	31.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	45.71	26.80 + a

Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a

Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a

------PAINTERS (Including Drywall Finishing)------

10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a

13) Roofer (composition)	40.7	23.50
14) Roofer (slate & tile)	41.2	23.50
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.89	41.72
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05

------TRUCK DRIVERS------

17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a

17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.*

***Note: Hazardous waste premium $3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: March 14, 2023

As of: March 14, 2023

SECTION 01 10 00
GENERAL REQUIREMENTS

1.1 GENERAL SCOPE:

A. The General Conditions, Supplementary General Conditions, Supplementary Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically accepted.

1.2 QUALIFICATIONS:

A. The Contractor shall have been regularly engaged in construction and the installation and fabrication of the type work set forth in the Contract Documents for a period of not less than five (5) years prior to the Bid date set forth in the Contract Documents.

B. The Contractor shall have adequate Plant & Equipment facilities for the proper performance of the work set forth in the Contract Documents, and all such Plant & Equipment facilities shall be subject to the approval of the Owner.

C. The Owner shall be the sole judge and shall have the final privilege to approve or disapprove the qualifications of the Contractor, and to approve or disapprove his Plant & Equipment facilities available to perform the work required by the Contract Documents.

1.3 EXAMINATION OF SITE:

A. The Contractor is required to attend the Pre-Bid meeting and to fully acquaint himself with the Site and with the existing conditions, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure of the Contractor to visit the Site and acquaint himself with the conditions there existing in connection with the existing Site conditions, shall in no way relieve the Contractor from any obligations with respect to the work included in the Contract. The submission of a Bid by the Contractor shall be taken as prima facie evidence of compliance with this Section.

B. The Contractor shall include in his Bid, all costs for the full completion of all work under the Contract as indicated on the Drawings and specified in the Specifications, including all items of work required and necessary due to existing conditions encountered in-the-field during the process of performing the work; all costs in connection with encountered existing conditions shall be performed by the Contractor at no additional cost to the Owner.

1.4 INSPECTIONS:

A. The Contractor shall be responsible for the proper inspection of his work during its installation by his workmen, his sub-contractors, all lawful authorities, other workmen which may be engaged by the Owner, and the Contractor shall obtain and pay for all necessary permits, fees, and other requirements.

B. The Contractor shall comply with all laws relative to persons employed by him or his sub-contractors.

1.5 INTENT:

A. It is the intention of the Drawings and Specifications that all work shall be fully completed, tested, and placed into final operation for the use intended. All materials, equipment, apparatus, appliance workmanship, etc., shall be new and of first-class quality.

B. Any apparatus, appliance, material, or work not indicated on the drawings but mentioned in the Specifications, or vice versa, or all miscellaneous materials and workmanship not indicated on the Drawings or mentioned in the Specifications but necessary and required by the Owner to make the work complete and finished in all respects and made ready for use intended by the Owner, even if not particularly specified in the Drawings and Specifications, shall be provided by the Contractor without additional cost to the Owner.

1.6 APPROVAL OF MATERIALS:

A. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Architect.

B. Within twenty one (21) days after the Notice to Proceed with the work has been issued to the Contractor, and prior to the submission of any shop drawings for approval, the Contractor shall submit to the Architect for approval, a complete list of Manufacturers of all equipment and materials proposed for use in the work. No approvals will be rendered by the Architect on any shop drawing submitted before the complete "List of Manufactures" is approved. Any item of equipment or materials not submitted for approval on the "List of Manufacturers" within the twenty one (21) day period will not be approved unless it shall be of the exact make and characteristic specified in the Contract Documents.

1.7 SHOP DRAWINGS:

A. Prior to delivery to the job site, but sufficiently in advance of requirements necessary to allow the Architect ample time for review, the Contractor shall submit for review PDF copies each of shop drawings of all equipment, materials, tapered insulation, roofing materials, fixtures, equipment, etc., Attn: Thomas Hibbard, Architect, e-mail: tom@hra.bz

B. The review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, etc., all of which shall be the sole responsibility of the Contractor. The Contractor shall not be relieved from furnishing materials or work as may be required for the completion of all items of work intended by the Owner.

C. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing and shall reject those not conforming to the Contract Documents, and he shall indicate by his signature thereon that the shop drawings submitted in his opinion meet the full requirements of the Contract Documents. The requirements herein for shop drawings shall be in addition to the requirements set forth in the General Conditions.

1.8 SHUTDOWNS:

A. The temporary shutdown by the Contractor of the existing systems, construction, equipment, etc., shall be performed at such time as shall be agreed to by the Owner.

B. The Owner shall be notified of estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed. The maximum duration of any shut down shall not exceed two (2) hours.

C. Work shall be arranged for continuous performance, including overtime periods if so required, to assure that existing operating services, equipment, passageways, construction, etc., shall be shut down only during the time actually required to make necessary connections.

1.9 RENOVATION WORK:

A. The Contractor shall disconnect, remove, relocate, replace, reconnect, rebuild, reconstruct, etc., all encountered existing equipment, materials, piping, wiring, electrical systems, heating systems, plumbing systems, boilers, valves, tanks, pumps, foundation walls and/or footings, piers, walls, and all other items of existing construction, including all site improvements such as lawns, curbs, walks, etc., encountered during the performance of the work under the Contract.

B. The Contractor shall construct, build, re-construct, rebuild, and restore and replace to its original condition or with new and/or existing similar materials, all items of surface and subsurface construction which has been interrupted, changed, or altered in any way by and during the performance of the work under the Contract.

1.10 WORK SCHEDULE:

A. The Contractor shall submit a Work Schedule for approval by the Owner which shall set forth the date and time for each area and/or phase of site work, the commencement of any work under the contract. The Contractor shall schedule his work so that the installation of new work shall be fully completed as soon as possible. The Contractor shall prepare the Work Schedule in accordance with the limits of Contract Time set forth in the Contract Documents.

B. The Contractor shall schedule his work in a manner to provide not less than three (3) days written notice to the Town of South Windsor prior to the performance of work under the contract. The Contractor shall take precautions to insure all walkways and entrances/exits remain clear and unobstructed for use by the occupants. The Contractor shall conform to the Work Schedule approved by the owner.

1.11 OCCUPANCY OF BUILDING:

A. Attention is directed to the fact that the Buildings on the site will be continuously occupied throughout the period required for the Contractor to perform the work set forth in the Contract Documents. The Contractor shall limit the hours of work from 6:00 AM to 5:00 PM local time.

B. The Contractor shall perform his work in a manner, form, schedule, and sequence, so that the normal occupancy of the Buildings on the site shall be maintained in continuous operation without causing any undue inconvenience or interruption to the safety, use, and function of the Buildings by the occupants.

1.12 CODES AND REGULATIONS:

A. The Contractor shall comply with all codes and regulations of the local Municipality, the State of Connecticut, all Utility Companies, Telephone company, Cable company and all other governing Agencies having jurisdiction over the project.

B. The Contractor shall, prior to the acceptance of all work by the Owner, furnish written proof of the acceptance of all work by the local Municipality, the Utility Companies, the State of Connecticut, Town of South Windsor and all other governing Agencies having jurisdiction over the Project.

C. The Contractor shall pay for all fees in connection with the installation of the work and he shall pay for all fees charged by the local Municipality, by Utility Companies, and all other governing Agencies having jurisdiction over the Project.

1.13 EXISTING IMPROVEMENTS:

A. Maintain in operating condition, all active utilities, driveways, streets, parking areas, sidewalks, lighting systems, electric services, plumbing systems, heating systems, telephone systems, cable systems, fire alarm systems, and all other active utilities and improvements.

B. The Contractor shall make interruptions to the existing systems only when necessary and shall maintain interruptions to the existing systems to an absolute minimum and only upon approval by the owner, and he shall provide the Owner with complete information as to the time, location, sequence and length of each system interruption. Unless otherwise permitted by the owner, the Contractor shall maintain continuous service of all existing and new system or systems at all times to all adjacent tenant occupied buildings and areas.

C. Maintain vehicular traffic through streets as per local Municipality requirements; do not completely block passage of vehicles and maintain at all times open traffic lanes for access by all types of vehicular traffic. Provide temporary barricades, enclosures, separators, signs, etc., as may be required for streets, sidewalks, vehicles, pedestrians, and other type traffic. The Contractor shall comply with all rules, regulations, and laws governing the work and for the continued customary use of the Buildings and all areas of the Project Site.

1.14 SAMPLES:

A. When so requested by the Owner and prior to commencement of work under the Contract, the Contractor shall submit samples for review and approval by the Owner. The Contractor shall deliver the samples to the office of the Owner or to such other location stipulated by the Owner, and the samples shall be complete with not less than four (4) copies of the Manufacturer's literature, printed data, etc.

B. The Owner, shall be the sole judge and shall have the final privilege to approve, disapprove, or reject samples submitted by the Contractor.

C. The Contractor shall furnish affidavits certifying that materials used in the Project comply with the Specifications. Affidavits shall be in the form and manner approved by the Architect; submitted in duplicate, properly executed, signed as required for each item of material used in the performance of the Contract.

1.15 SLEEVES, ETC.:

A. The Contractor shall provide and shall be held responsible for the location of and maintaining in proper position, all sleeves, inserts, anchor bolts, openings, holes, etc., required for the work.

B. All sleeves shall have an internal diameter of one (1) inch larger than the outside diameter of the pipe, conduit, raceway, duct, etc., passing through the construction.

C. Sleeves through outside exposed to the weather construction shall be of Schedule 40 galvanized steel pipe. Sleeves through interior partitions of non-masonry construction shall be of not less than No. 22 gauge galvanized sheet steel. All sleeves shall be set flush with the finished surfaces of floors, roofs, walls, partitions, etc.

D. The space between the sleeve and the pipe (both interior and exterior sleeves) shall be packed with non-staining Ethafoam plastic rope, and shall be surface caulked with a waterproof sealant meeting the approval of the Architect. Provide all sleeves located in exposed to view areas with escutcheon plates.

1.16 ESCUTCHEONS:

A. Where exposed to view pipes, conduits, sleeves, etc., pass through floors, walls, partitions, ceilings, etc., they shall be fitted with neat, heavy spun or stamped escutcheon plates firmly secured to the pipes, conduits, etc. All escutcheon plates shall be of sufficient outside diameter to amply cover the sleeve openings. All escutcheon plates shall be non-ferrous metal and shall be chrome plated.

1.17 SCAFFOLDING, RIGGING, HOISTING EQUIPMENT, ETC.:

A. The Contractor shall provide and remove when no longer necessary, all scaffolding, rigging, hoisting equipment, temporary coverings, and other service necessary for the performance of all work under the Contract.

B. Install and remove all temporary coverings and leave all existing construction neat, clean, and free of all debris.

1.18 CLEANING, REMOVAL OF DEBRIS:

A. The Contractor shall periodically or as directed during the progress of the work, remove and properly dispose of all debris, and shall keep the premises clean and clear of all obstructions. Upon completion of the work, he shall remove all temporary construction, facilities and materials, and shall leave the Building and the Project Site in a neat and clean condition.

B. All debris due to removal and installation of new work shall be removed and loaded into dumpsters. All full dumpsters shall be removed by the Contractor from the site by the end of each work day. All dumpsters shall be removed by the Contractor from the site at the end of the work week. Dumpsters left overnight will be covered.

1.19 RENOVATIONS TO EXISTING CONSTRUCTION:

A. All changes, additions, alterations, renovations, deletions, removal, replacements, reconstruction, etc., which are necessary and required for the installation of new work shall be included in the Contract. The items of work throughout the various Divisions of the Contract Documents shall be coordinated under this Division of the work to the extent that all alterations, changes, additions, deletions, reconstruction, replacements, etc., to the existing construction work shall be fully completed for the use intended by the Owner, and all such work shall be performed by the Contractor at no additional cost to the Owner.

B. The Contractor shall remove, replace, reconstruct, reduce, enlarge, alter, cut, patch, repair, drill, cover, etc., all existing items of work. Include all site improvements, general construction, mechanical construction, electrical work, heating and ventilating work, plumbing systems, fire alarm systems, telephone systems, cable systems etc., which have been damaged or disturbed by and during the performance of the work under the Contract, and all of which shall be restore to their original condition and use by the Contractor at no additional cost to the Contract.

C. Exercise proper care in the removal of existing construction so that structural stability of the existing construction will not be impaired; protect existing construction from damage and take all necessary precautions to avoid undue damage to all finishes.

D. All existing construction shall be patched, adjusted and repaired using similar materials to match the original condition and construction insofar as possible. Patch and repair walls, floors, roofs, ceilings, concrete and brick work, and all other existing finishes and construction.

E. All penetrations through floors, ceilings, walls, etc., shall be properly sealed (and fire rated where required) with proper non-combustible sealant materials.

1.20 CASH ALLOWANCE & UNIT PRICES:

A. The Contractor shall include in the Contract Sum, all allowances and Unit Price set forth in the Contract Documents, and he shall perform the work with his own personnel or by other sub-contractors engaged by him within the amounts set forth in the Contract Documents.

B. The Contractor accepts and declares that the Contract Sum includes all amounts for expenses and profit on account of the Cash Allowance and Unit Prices set forth in the Contract Documents; no demand by the Contractor for expenses or profit other than the amount set forth Cash Allowances and the Unit Prices shall be allowed to the Contractor.

C. Unless specified otherwise in the Contract Documents, the Owner reserves the right to select and approve the materials, equipment, method of performance and installation, for which the Cash Allowances and Unit Prices are specified.

D. The approved selected Sub-Contractor or other personnel selected to perform the work herein stated, shall assume the status of a Sub-Contractor under the Contractor, and he Documents. The Contractor shall not be required to employ for any such work included under the Cash Allowances and Unit Prices, persons against whom he has a reasonable objection.

1.21 CO-ORDINATION OF WORK WITH OTHERS:

A. Attention is directed to the fact that the Owner may award a separate Contract or Contracts for various items of work throughout the Project.

B. The Contractor shall coordinate his work with the Contractors or Contractor engaged by the Owner so that each and all Contractors performing work for the Owner shall share equally in the advantages and disadvantages of performing the work under their various Contracts.

C. Each Contractor shall notify and shall coordinate all items of work with each other individual Contractor. Coordinate temporary interruptions to the heating system, shutdowns, temporary connections and services, removal and replacements of existing work, installation of new work, and all other items for work, so that the combined effort of all Contractors or Contractor will produce the full completion of the Owner intended work set forth under the Contract.

1.22 MISCELLANEOUS CUTTING, PATCING, ETC.:

A. The Contractor shall perform all items of concrete work, masonry work, carpentry work, excavating and backfilling work, mechanical work, electrical work, and all other type construction due to the installation of work under the Contract.

B. During the performance of miscellaneous cutting, patching etc., the Contractor shall maintain all operational heating and plumbing lines, electrical lines, service lines, and all other necessary services in operating condition during the performance of work required by the Contract. The Contractor shall maintain all required services to each occupied area, so that all areas shall be habitable and can be occupied for normal customary use by the occupants. Provide all temporary connections, construction, supports, etc. required, and all such work shall be completely removed when no longer required.

1.23 INTERPRETATION OF DRAWINGS & SPECIFICATIONS:

A. Any questions or disagreements arising as to the true intent of this specification or the Drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.

B. In the case of any discrepancies between Drawings and Specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the Contract Price, and shall be furnished and installed in the performance of the required work.

C. In the case of any discrepancies between Part 1 and part 2 of the Specification Manual, the requirements as specified in Part 2 of the Specification Manual shall prevail.

1.24 APPROVAL:

A. The materials, workmanship, design and arrangement of all work installed under the Contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the Contractor shall be liable for the removal and replacement, at no extra cost to the Owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the Drawings and Specifications.

1.25 SUBSTITUTIONS:

A. Substitutions of equipment or materials other than those indicated on the Drawings or in the Specifications, shall be confined to only those manufacturer's listed, or those otherwise indicated, and may be made only upon written approval from the Architect.

B. The Contractor shall submit his substitution for approval before releasing order for fabrication and/or shipment. The Architect reserves the right to disapprove such substitution, provided, in his opinion, the item offered is not equal to the item specified.

C. Where a Contractor proposes to use an item of material or equipment other than that specified or detailed on Drawings, and which requires any redesign of the roof and/or structure, or architectural lay-out, all such redesign and all new drawings and details required thereof shall, with the approval of the Architect be prepared by the Contractor at his own expense.

D. Where such approved deviation requires a different quantity and arrangement of material and equipment from that specified or indicated on the drawings, subject to the approval of the Architect, the Contractor shall provide any such material, structural supports, and any other items at no additional cost to the Owner.

1.26 APPROVAL OF INSTALLATION:

A. The materials, workmanship, design, and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before layout and design of same is approved, the contractor shall be liable for the removal and replacement of all such unapproved work at no extra cost to the Owner.

1.27 ROYALTIES & PATENTS:

A. The Contractor shall pay all royalties and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

B. If the Contractor observes that a process or article specified is an infringement of a patent, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work specified, knowing it is to be an infringement of a patent, he shall bear all costs arising there from.

1.28 PROTECTION OF WORK & PROPERTY:

A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance.

B. The Contractor shall be responsible for the protection of any finished work of other trades from damage or defacement by his operations and must remedy any such injury at his own expense.

1.29 ACCESSIBILITY:

A. The Contractor shall install all work so that all parts required are easily accessible for inspection, operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

1.30 TESTS:

A. All equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments, and power required for testing shall be furnished by the Contractor, unless otherwise indicated under the particular section of the Specifications.

B. Tests shall be performed in the presence and to the satisfaction of the Architect, and such other parties as may have legal jurisdiction.

C. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architect.

D. Any damages resulting from tests shall be repaired and damaged materials replaced, all to the satisfaction of the Architect.

E. The duration of tests shall be as determined by all Authorities having jurisdiction, but in no case less than that prescribed in each section of the Specification.

F. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems and their controls. Wherever the equipment of systems under test is inter-related with, and depends upon, the operation of other equipment, systems, and controls for proper operation, functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.

G. All costs in connection with tests shall be paid for by the Contractor.

1.31 AS-BUILT DRAWINGS:

A. The Contractor shall keep concurrent with the installation of the progress of the work, an accurate record of the as-built location and condition of all work performed under the Contract. All as-built information shall be recorded on a clean set of Black and White Zerox Contract Drawings and shall indicate the final location of all items of work complete with dimensions, sizes, notations, etc.

B. Upon completion of all work and prior to Final Acceptance of all work under the Contract, the Contractor shall transfer all as-built information to clean set of Black and White Zerox Contract Documents. Submit all final as built Drawings to the Architect for final approval and acceptance.

1.32 OWNERSHIP OF DRAWINGS & SPECIFICATIONS:

A. All Drawings, Specifications, and copies thereof furnished by the Architect are his property and they are not to be used on other work, and shall be returned to the Architect at the completion of the work.

B. On the award of the Contract, the Architect will issue to the Contractor Four (4) copies of the drawings and Specifications for use in the Contractor's office and at the Project Site. The Architect will furnish such additional copies of Drawings and Specifications as may be required for submission to public authorities accompany application for permits. All additional copies of Drawings and Specifications will be furnished the Contractor at the cost of reproduction of same.

1.33 TEMPORARY SERVICES:

A. Refer to specification section 01 50 00, "Temporary Facilities and Controls" for information on the following items:

1. Temporary Electricity
2. Temporary Lighting
3. Temporary Telephone Service
4. Temporary Water Service
5. Temporary Sanitary Facilities
6. On-site Parking

1.34 GUARANTY:

A. The Contractor shall guaranty all work performed under the Contract for a period of two (2) years from the date of final acceptance by the Owner of all work under the Contract. Final acceptance will be as set forth in a written notice by the Owner to the Contractor. This Owner will give notice of observed defects to the Contractor with reasonable promptness and the Contractor shall remove, patch, repair, and adjust all defective work immediately in accordance with the terms of the Contract.

B. The above guaranty shall be in addition to all work guarantees and warranties required under the Contract.

1.35 CONTRACTOR'S PERSONNEL:

A. Smoking and the consumption of food and beverages throughout the Buildings and on the site shall not be permitted. The consumption of alcoholic beverages shall not be permitted on-site at any time. The use of radios, boom boxes and similar type units shall not be permitted on-site at any time.

END OF SECTION

SECTION 01 21 00
ALLOWANCES

1.1 SUMMARY

A. This section includes: Procedures for Identification and description of Allowances for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.

B. Related Sections

1. Bidding form: Quotation of the cost of proposed unit prices.
2. Owner-Contractor agreement: Incorporation of unit prices into the work.
3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION

A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF ALLOWANCE

A. Certain materials and equipment, including their installation are indicated in the contract documents by allowances. Allowances have been established to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

1. The unit prices submitted by the Contractor in the bid form will be used to determine the allowance. The allowance shall be the unit price applied to unit quantity replaced under the allowance.

B. Types of allowances include the following:

1. Lump sum allowances.

1.4 ALLOWANCES FOR PURCHASE AND INSTALLATION OF PRODUCTS

A. Costs included in allowance:

1. Net cost of product, overhead and profit.
2. Applicable taxes.
3. Delivery to site, handling at site, including unloading, uncrating, disposal of packing materials and storage.

4. Protection from elements and damage.
5. Labor for installation and finishing.

B. Responsibilities of the Architect:

1. Consult with Contractor in consideration and selection of products, suppliers and installers, as applicable.
2. Select products in consultation with Owner. Transmit all information to Contractor.

C. Responsibilities of Contractor:

1. Advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delay in performance of the work.
2. Assist Architect in selection of products, suppliers and installers. Obtain proposals when requested by the Architect.
3. Promptly notify Architect of any reasonable objection to supplier or installer.
4. Arrange for and process submittals. Arrange for delivery.
5. Install, adjust and finish products as appropriate.
6. Provide warranties and products and installation when specified.

D. Funds will be drawn from Allowances only by Change Order. The cost of the allowance shall be based upon the unit cost submitted by the Contractor submitted in the bid multiplied by the quantity/unit measurement replaced/ modified in the field.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.2 UNUSED MATERIALS

A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.

B. When not economically feasible to return unused material for credit and when requested by the Architect, prepare unused material for the Owner's storage. Deliver to the owner's storage space as directed. Remove other excess material from the site.

3.2 SCHEDULE OF ALLOWANCES

A. Lump Sum Allowances:

1. For unscheduled removal and replacement of rigid insulation, allow the lump sum of Sixty Six Thousand Dollars ($66,000.00)

2. For unscheduled installtion of new polyisocyanurate insulation to replace wet or damaged existing insulation, allow the lump sum of Two Hundred Sixty Four Thousand Dollars ($264,000.00)

End of Section

SECTION 01 22 00
UNIT PRICES

1.1 SUMMARY:

A. This section includes: Procedures for Identification and description of Unit Prices for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.

B. Related Sections

1. Bidding form: Quotation of the cost of proposed unit prices.
2. Owner-Contractor agreement: Incorporation of unit prices into the Work.
3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION:

A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF UNIT PRICES:

A. Unit price and rules of measurement as listed in Bid Form shall be used in evaluating additions and deductions to the Contract Price and shall be used for all classifications of the work irrespective of the quantity involved.

B. The Contractor shall quote his Base Bid Proposal the Unit Prices included in the bid form, which may be as selected by the Owner.

1. The unit prices submitted by the Contractor in the bid form will only be applied to the allowances identified in specification section 01-21-00; "Allowances"

END OF SECTION

SECTION 01 23 00
ALTERNATES

1.1 SUMMARY:

A. This section includes: Identification and description of Alternate work

B. Related Sections

1. Bidding form: Quotation of the cost of proposed alternate.
2. Owner-Contractor agreement: Incorporation of alternate price(s) into the Work.
3. Specification sections identified in each Alternate.

1.2 PROCEDURES:

A. Alternate(s) will be exercised at the option of the Owner. Acceptance will be designated in the Owner-Contract Agreement.

B. Coordinate related work and modify surrounding work as required to complete the work. Including changes under each Alternate, when acceptance is designated in the Owner-Contractor Agreement

1.3 DESCRIPTION OF ALTERNATES:

A. Add Alternate No. 1

1. Includes the removal of the existing roof membrane system and the installation of a two ply modified built-up roof system on ½" fiber board on 2" of flat stock polyisocyanurate insulation on existing 3" polyisocyanurate insulation on sloped metal roof deck, an area of approximately 7,041 sq. ft. where indicated on the contract documents (Sheet A-1, Roof Plan).

2. In the event this alternate is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.

B. Add Alternate No. 2

1. Includes the removal of the existing roof membrane system and the installation of a two ply modified built-up roof system on ½" fiber board on 2" of flat stock polyisocyanurate insulation on existing 3" polyisocyanurate insulation on sloped metal roof deck, an area of approximately 3,485 sq. ft. where indicated on the contract documents (Sheet A-1, Roof Plan).

2. In the event this alternate is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.

B. Add Alternate No. 3

1. Includes the removal of the existing roof membrane system and the installation of a two ply modified built-up roof system on ½" fiber board on 2" of flat stock polyisocyanurate insulation on existing 3" polyisocyanurate insulation on sloped metal roof deck, an area of approximately 8,219 sq. ft. where indicated on the contract documents (Sheet A-1, Roof Plan).

2. In the event this alternate is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.

END OF SECTION

SECTION 01 31 13
COORDINATION

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 COORDINATION:

A. Coordinate scheduling, submittals and work of the various Specification sections to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.

B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various specification sections having interdependent responsibilities installing, connecting, and placing such equipment and utilities in service.

C. Coordinate completion and cleanup of work of separate sections of Specifications in preparation for completion of all portions of Work.

1.3 CUTTING AND PATCHING:

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which effect the following:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Performance, efficiency, maintenance and safety of element.
4. Visual qualities of exposed-to-view elements.
5. Work of Owner and separate contractors.

C. Execute cutting, fitting, and patching to complete Work, and to:

1. Fit the several parts together and to integrate with other work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming work.
4. Remove samples of installed work for testing.
5. Provide openings in elements of work for penetrations of mechanical and electrical work.

D. Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.

1. Provide required protection and support for existing surfaces and components.
2. Cut rigid materials using masonry saw or core drill.

E. Restore work with new products in accordance with requirements of Contract Documents.

1. Fit new and existing work tight to pipes, sleeves ducts, conduits, and other penetrations through surfaces.
2. All finish or new/disturbed grades shall be made to blend smoothly and evenly into existing work on the property.
3. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

F. In the event hazardous substances or conditions are exposed during the work, identify such hazards to the Architect for decision or remedy.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 MEETING REQUIREMENTS:

A. Schedule regular job Site meetings at intervals of approximately one (1) week.

B. Arrange for special meetings as may be required due to progress of the work.

C. Meetings shall be held at the Project Site.

D. Attendance shall be by: Owner's Representative, Architect, Contractor, Sub-Contractors, Suppliers, and such other Persons or Companies appropriate to the project construction work. All Persons attending the meetings shall be qualified, familiar with the Project, and authorized to conclude matters relating to the Project.

1.3 SUGGESTED AGENDA:

A. Project job Site meeting shall in general contain the following agenda:

1. Review of progress report and construction schedule.
2. Review of off-site fabrication, delivery schedules.
3. Review submittal schedules.
4. Review of follow-up list of problems and incompletions.
5. Field observations, problems, conflicts.
6. Maintenance of quality standards.
7. Review proposed changes for effect on construction schedule, completion date and other contracts.
8. Other business pertinent to the work of the Project.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 SUBMITTAL PROCEDURES:

A. Coordination of submittals:

1 Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.

2 Verify that each item and the submittal for it conform in all respects with the specified requirements.

3 By affixing the Contractor's signature or approval stamp to each submittal, he/she certifies that this coordination has been performed.

B. Substitutions:

1 The Contract is based on the standards of quality established in the Contract Documents. To give all bidders equal opportunity, use of any materials or methods other than those specified will require the proper submittal information and must be pre-approved in written addenda 10 days prior to bid due date.

2 The following products do not require further approval except for interface within the Work:

a Minor products specified by reference to standard specification such as ASTM and similar standards.

b Products specified by manufacturer's name and catalog model number.

3 Building owner reserves right to final authority on acceptance or rejection of any substitute.

4 Request for substitutions will be accepted from prime bidders only. Requests for substitutions from parties not bidding on the project as a primary contractor will not be considered.

C. "Or equal":

1 The specified materials are named to denote the kind and quality required, whether or not the words "or approved equal" are used. These materials shall serve as standards and all proposals shall be based upon the same.

2 Where the phrase "or equal," or "or equal as approved by the Owner," occurs in the Contract Documents, the material or method must be so approved for this Work by the Owner prior to receipt of bids.

3 The decision of the Owner shall be final.

1.3 SUBMITTAL DOCUMENTS

1 Only Bidders proposing substitutes to the material or methods specified in this specification are required to submit the following documentation.

2 Roof System Test Data: Each manufacture must submit independent third part test reports on a multi-ply roof membrane system. The independent third party test data must be submitted on lab letterhead.

3 Test data must be submitted on the entire roof membrane system and not for individual roof components such as, base sheets, ply sheets, adhesives, cap sheets, flood coats and etc.

4 Test data must be conducted per approved test methods listed for Systems Roofing

5 Independent test laboratory shall be ISO/IEC 17025 certified.

6 A list of three (3) jobs of similar size where the proposed materials have been used, under similar conditions as specified.

7 Shop Drawings:

a Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

b Owner will review and comment on required changes. The Contractor may make and distribute corrected copies as are required for his purposes.

8 Copy of the roofing supplier’s warranty which meets all requirements of the specified warranty.

9 Individual product identification, including material supplier’s literature and MSDS sheets.

10 Letter from material supplier signed by a corporate officer, on company stationary, confirming that all bidding documents have been approved, that the site has been inspected and meets the requirements for suitability, and that the specified warranty shall be provided upon satisfactory completion of the project.

11 Material supplier providing the roofing warranty shall be ISO 9001:2008

a Submit a copies of the material suppliers Certificates of Registration

b Certificates of Registration shall have listed: Design, Manufacturer and Distribution in the Scope of Approval and/or Activity

12 Verify material supplier is a financially stable organization with the ability to protect the building Owner from both product liability and warranty claims relating to roofing that might arise during the course of the warranty period. It is the intent of the building Owner to establish requirements that will protect him, be fair to all suppliers and ensure that requirements are in line with the exposure of the supplier. The following information will be provided by the material supplier that will issue the warranty and will be submitted by the prime bidder:

a A certificate of insurance for product liability with minimum limits in accordance with the following formula:

(a) Product Liability Insurance will be a minimum aggregate coverage, not less than 5% of total company sales, with coverage of not less than 1 million dollars per occurrence.

(b) First dollar coverage (no self-insured retention or deductibles).

(c) Coverage provided by an admitted company licensed to do business in CT, with an A.B. Best rating of A- or better.

b An affidavit signed by a corporate officer stating that they are not currently, nor have been within the last five (5) years, involved in litigation regarding asbestos content of their materials. Or provide a list of all pending asbestos related litigation, an estimate of the dollar amount of all potential asbestos related liability and a summary of all asbestos related settlements over the last five years.

c An affidavit signed by a corporate officer that the cost of the warranty claims has not exceeded 2% of that company's total roofing product sales in any of the last five (5) years.

13 Any proposed substitute materials or methods must also be accompanied by the following documentation:

a A detailed analysis of the roofs being bid on.

b A complete specification of the proposed substitute. If, after review, the substitute is found to be acceptable, copies will be provided to each bidder who has picked up the original specification.

c Written explanation of why substitutions should be considered is required.

1.4 CONSTRUCTION PROGRESS SCHEDULE:

A. Submittals:

1. Submit initial progress schedule in duplicate within 15 days after date of Notice to Proceed for Architect review

2. Revise end resubmit as required.

3. Submit revised schedules with each Application for Payment, identifying changes made since from previous version.

B. Format – One of the following:

1. Computer generated horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.

2. Computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America AGC, publication "The Use of CPM in Construction – A Manual for General Contractors and the Construction Industry."

C. Indicate the following:

1. Indicate complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

2. Indicate estimated percentage of completion for each item of work at each submission.

3. Indicate submittal dates required for shop drawings, product data samples, and product delivery dates.

4. Indicate delivery dates for items furnished by Owner and under Allowances.

1.5 SCHEDULE OF VALUES:

A. Submittal:

1. Submit initial schedule in duplicate with 15 days after date of Owner- Contractor Agreement. After review by Architect revise and resubmit as required.

2. Submit revised schedule with each Application for Payment, reflecting changes since previous submittal.

B. Format:

1. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or media-driven printout will be considered on request.

2. Utilize the table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.

3. Identify Site mobilization.

C. For Unit Cost Allowance, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

D. Include separately from each line item a directly proportional amount of Contractor's overhead and profit.

1.6 PROPOSED PRODUCTS LIST:

A. Within 10 days after date of Notice to Proceed, submit complete list of major products proposed for us, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standard.

1.7 PRODUCT DATA:

A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement Manufacturers standard data to provide information unique to this product.

C. After review, distribute in accordance with Submittal Procedures above. Provide copies for Record Documents described in Section 01 70 00 Contract Closeout.

1.8 SHOP DRAWINGS:

A. Submit the number of opaque reproductions which the Contractor requires, plus two copies which will be retained by the Architect.

B. After review, distribute in accordance with Submittal procedures above and for Record Documents described in Section 01 70 00.

1.9 SAMPLES:

A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.

B. Submit samples of finishes in selected custom or standard colors, patterns, and textures for Architect selection.

C. Identify each sample. Include full Project information.

D. Submit the number of samples specified in individual specification sections or the number required by Contractor, plus one which will be retained by the Architect. Observe Submittal Procedures, above, relating to color submittals.

E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.10 MANUFACTURER'S INSTRUCTIONS:

A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.11 MANUFACTURER'S CERTIFICATES:

A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review, in quantities specified for Project Data.

B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting references date, affidavits, and certifications as appropriate.

1.12 DOCUMENT REVIEW:

A. When required by individual Specification Section, require installer and agent of manufacturer of product system to:

1. Review the Contract Documents.

2. Verify that systems are appropriate for the intended use.

3. Submit a statement of concurrence signed by installer and manufacturer.

B. Submit three copies of the statement of concurrence to Architect for review and acceptance.

C. Do not proceed with installation until Architect has reviewed and accepted statement of concurrence.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instruction to Bidders, and all other parts set forth in Part 1 of Specifications are hereby made a part hereof unless specifically excepted.

1.2 QUALITY ASSURANCE:

A. Monitor quality control over suppliers, manufacturers. products, services, Site conditions and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' approved instructions including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

D. Use only skilled mechanics thoroughly trained and experienced in the necessary crafts to produce workmanship of specified quality.

E. Secure products in place with positive anchorage devices designed and size to withstand stresses, vibration, physical distortion and disfigurement.

1.3 REFERENCES:

A. Conform to specified standards by date of issue as follows:

1. Code listings: For standards which are part of the Building Code in effect for this product, comply with the edition date published in the Building Code.

2. Non-code listings: For standards which are not a part of the Building Code in effect for this Product, use the edition in effect at the date of Notice to Proceed. except where otherwise specified in product sections.

B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS:

A. When specified in individual Specification Sections, required material supplier or manufacturer to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship; to start-up equipment: to test, adjust and balance equipment as applicable; and to initiate instructions when necessary.

B. Require observer to report observations, Site decisions and Site instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

C. Submit to Architect a written report by observer in duplicate within 7 days of observation.

1.5 TESTING LABORATORY SERVICES:

A. Employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections. Select laboratory and submit to Architect for approval.

B. Direct Laboratory to perform services in accordance with requirements of governing authorities and with specified standards.

C. Submit reports to Architect in duplicate, giving observations and results of tests, indicating compliance or non compliance with specified standards and with Contract Documents.

D. Cooperate with Testing laboratory personnel: furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.

1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.

2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 TEMPORARY UTILITIES:

A. Electricity:

1. Contractor shall provide all electrical power and such additional power outlets as may be required for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required. Contractor shall be responsible for all cost associated with electrical power.

2. Provide main service disconnect and overcurrent protection at convenient location.

3. Permanent Building convenience receptacles shall not be utilized during construction. Coordinate use with Owner personnel.

4. Electrical power required shall not be furnished to the Contractor by the Owner.

B. Temporary lighting:

1. Provide and maintain adequate lighting for construction operations.

2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

3. Maintain lighting and provide routine repairs.

4. Permanent Building lighting may be utilized during construction.

5. All temporary wiring, lighting fixtures and accessory parts shall be removed when no longer needed and the permanent systems in each area has been installed.

C. Temporary Telephone Service:

1. Provide, maintain and pay for telephone service to project site from time of project mobilization through project completion.

1. The location of the telephone shall be as determined by the Contractor.

2. The telephone shall be made available for use by the Contractor and his his/her sub-contractors.

3. The Contractor shall pay for all charges and fees in connection with temporary telephone service installation and final removal upon project completion. The Contractor shall also pay for all monthly charges, including the cost of all calls.

E. Temporary Water Service:

1. The Owner shall provide temporary water to the Contractor from location(s) designated by the Owner. The Owner shall be responsible to pay for all water used by the Contractor.

2. The Contractor shall provide all temporary additional water lines as may be required for construction operations, with all branch lines, fittings, and fixtures as required. Contractor shall be responsible for all cost associated with temporary additional water lines.

3. The Contractor shall provide backflow preventers at convenient location(s) if required. The Contractor shall be responsible for all cost associated with backflow preventers.

4. The Contractor shall make every effort to conserve water. Failure of the Contractor to conserve water may result in forfeiture of the right to use Town of South Windsor facilities.

F. Temporary sanitary facilities:

1. The Contractor shall provide all temporary toilet and sanitary facilities as may be required for construction operations. Contractor shall be responsible for all cost associated with temporary toilets and sanitary facilities.

2. Permanent Building toilets and sanitary facilities shall not be used during construction.

1.3 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and local laws, regulations, and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities throughout the Building.

B. Rubbish Disposal:

1. Do not burn, bury or dispose of debris and waste materials on the Project Site in an unauthorized manner.

C. Dust:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with State and local regulations.

2. Only wet grinding or cutting of concrete, masonry, and asphaltic concrete will be allowed on exterior surfaces. Dry cutting or grinding may be used on interior surfaces provided openings are covered.

3. Mechanical dry sweeping not permitted: Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.

4. During loading operations, water down debris and waste materials to allay dust.

5. Select method of dust control and pay all costs incurred.

D. Air pollution:

1. Do not permit or cause air pollution from mist, smoke, vapor, gas, odorous substances and particulate matter.

2. Do not operate any gasoline or diesel-powered vehicle or equipment on the Building Site which emits visible smoke.

E. Noise: Muffle internal combustion engine-powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.

F. Others

1. If spray application is allowed under the other Specification Sections, use 'airless spray' process only.

2. Where the requirements of other Project Manual Sections are in conflict with this Section, the more stringent requirement shall govern.

3. Suspension of work: Violation of any of these requirements or any other pollution control requirements which may be specified in other sections may cause suspension of the work creating such violation. No additional compensation will be allowed for remedial measures to correct the offense and no extension of time will be granted for delays caused by such suspensions. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered, the Owner reserves the right to take whatever action is necessary to correct the situation and to deduct costs incurred in taking such action from monies due the Contractor.

1.4 TEMPORARY CONTROLS:

A. Barriers:

1. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing Building facilities and adjacent properties from damage from construction operations and demolition.

2. Provide barricades required by governing authorities for public rights-of-way and for public access to existing Building and facilities.

3. Protect non-owned vehicular traffic, stored materials, Site and other structures and facilities from damage.

4. Contractor shall be responsible for all cost associated with the construction, maintenance, and removal of all barriers and fences.

B. Protection:

1. Protect installed work and existing improvements. Provide special protection where specified in individual Specification Sections.

2. Control traffic and activity to prevent damage to components and services.

3. Provide temporary and removable protection for installed products.

4. Landscaping:

a. Protect existing and new landscaping against damage from construction operations on the property.

b. Do not dispose of paint, petroleum products, dirty water or other deleterious materials on or around roots.

c. Do not burn trash under or near shrubs or trees.

d. Do not permit compaction of root areas within drip line by foot, vehicle or machine traffic, or by the storage of equipment, gravel, earth fill, supplies or materials.

e. Do not damage trunks or limbs by maneuvering vehicles or stacking material and equipment too close.

f. Do not allow puddling or continuous running water under trees or on landscaped areas.

g. Do not allow traffic on landscaped areas.

1.5 CONSTRUCTION FACILITIES:

A. Security:

1. Provide security and facilities, to protect Work, and existing improvements, and Owner's operations from unauthorized entry, vandalism, and theft.

2. Coordinate with Owner's security program for all facilities.

B. Access:

1. Maintain access to fire hydrants free of obstructions.

2. Only designated Site paved areas may be used for construction traffic.

C. Parking:

1. Arrange with Owner's personnel for designated Site parking areas to accommodate construction personnel.

D. Field Offices and sheds:

1. Contractor's office:

a. Provide complete on site weather-tight office with adequate lighting, electrical outlets, cooling, ventilating utilities and janitorial services. Equip with sturdy furniture, drawing rack and drawing display table.

2. Construction sheds: Provide as required for protection and secure storage of the Contractor's apparatus and materials.

E. Progress Cleaning:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.

2. Remove debris and rubbish prior to enclosing pipe chases, plenums, attics, crawl spaces and other closed or remote spaces.

3. Broom and vacuum clean areas prior to start of surface finishing. Continue cleaning to eliminate dust.

4. Remove waste material, debris, and rubbish from construction areas daily. Dispose of debris in an authorized manner.

1.6 REMOVAL OF TEMPORARY UTILITIES AND FACILITIES:

A. Remove temporary utilities, equipment, facilities and materials prior to Final Inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent new facilities used during construction to specified condition.

1.7 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and Local Laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities.

B. Hazardous Materials: Abatement will be performed as part of this contract. Comply with all requirements of the Contract.

C. Coordinate Construction work with abatement work. Verify abatement schedules with the Owner's representative and the Architect.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 CLOSEOUT PROCEDURES:

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's final review.

B. Provide submittals to Architect/Owner that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Owner will occupy portions or all of the Buildings and site specified in section 01 10 00.

E. Comply with requirements for Final Observation of the Work as set forth in Special Conditions, Section B; coordinate with the requirements set forth in this Section 01 70 00.

1.3 FINAL CLEANING:

A. Execute final cleaning prior to final review by the Architect.

B. Clean equipment, site and fixtures to a sanitary condition.

C. Remove waste and surplus materials, rubbish, and construction facilities from the Building(s) and from the site.

1.4 ADJUSTING:

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintenance of documents and samples:

1. Maintain on Site one set of the following record documents:

a. Contract Drawings.

b. Specifications.

c. Addenda.

d. Change Orders and other Modifications to the Contract.

e. Reviewed shop drawings, product data, and samples.

2. Store Record Documents separate from Documents used for construction.

B. Recording:

1. Record concurrently with construction progress on reproducible drawings provided for this purpose. Do not conceal Work until actual revisions to the Work are recorded.

2. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

a. Manufacturer's name and product model number.

b. Product substitution or alternates utilized.

c. Changes made by Addenda and Modifications.

3. Record documents and shop drawings: Legibly mark each item to record actual construction including the following:

a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

b. Field changes of dimension and detail.

c. Details not on original Contract Drawings.

4. Other documents: Maintain manufacturer's certifications, inspection certifications and field test records required by individual Specifications Sections.

5. Delete Architect title block from all Record Documents.

C. Submittals:

1. At completion of each stage of Work submit Record Documents for review by Architect.

2. At Contract close-out, submit Record Documents with transmittal letter in duplicate, containing date, project title, list of documents and contractor's name, address, and signature. Arrange documents in sequence with index.

3. Submit the marked-up reproducible and two prints for each record drawing and three copies of each 8 1/2" x 11 drawing.

1.6 OPERATION AND MAINTENANCE DATA:

A. Prepare and submit two sets of operating and maintenance manuals prior to final inspection.

1. 8 1/2 x 11 inch three D side ring binders with durable plastic covers.

2. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when more than one binder is required.

3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

B. Contents of manuals:

1. Prepare a Table of Contents for each volume with each Product or system description identified.

2. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.

3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

a. Significant design criteria.

b. List of equipment.

c. Parts list for each component.

d. Operating instructions.

e. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

4. Part 3: Project documents and certificates including the following:

a. Shop drawings and product data.

b. Certificates.

c. Photocopies of warranties and bonds.

D. Submittal:

1. Submit one copy of completed volumes in final form 15 days prior to final review with Architect comments. Revise content of documents as required prior to final submittal.

2. Submit final volumes revised within ten days after final review.

1.7 WARRANTIES:

A. Provide notarized copies of each warranty and bond.

1. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

2. Assemble in three D side ring binder with durable plastic cover.

3. Prepare binder covers with printed title "WARRANTIES AND BONDS" and title of project.

4. Provide Table of Contents.

B. Submit prior to final Application for payment.

C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 STATEMENT OF APPLICATION:

A. When required by individual Specification Section, upon completion of the work and as condition of its acceptance, submit a statement in duplicate signed by the product installer stating the following:

1. Materials conform to Specifications.

2. Products were installed in accordance with Specifications and the manufacturers' written instructions.

3. Installation was proper and adequate for the conditions of installation and performance.

B. When required by individual Specification Section, Contractor shall jointly execute statement of application.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed. Obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 14.13
REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

PART I- GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

Demolition work shall include, but is not limited to the following:

A. Removal of the existing built up roof system to expose existing 3" flat stock polyisocyanurate insulation. Inspect existing insulation and remove only wet and or damaged areas.

B. Removal of flashing, sheet metal and deteriorated wood blocking.

B. Identification and repair of existing damaged decking.

C. Remove materials in an acceptable manner to minimize dust and disruption to the site. Demolition materials will be lower from the roof, not dropped.

1.3 Coordination

A. It is the responsibility of the Contractor to coordinate the work of this section with all other work on the Project.

1.4 Job Conditions

A. The Contractor shall inspect the premises prior to the submittal of its bid for conditions which may affect its work.

B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

1.5 Permits

A. The Contractor shall obtain, at its expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.6 Sequence of Operations

A. The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved in writing by the Owner or his authorized representatives.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

3.1 Protection

A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.

B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to work under this Contract, to the satisfaction of the Owner or his authorized representatives.

C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.

D. Investigate and comply with any rules or regulations relative to providing and paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.

E. Furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.

F. Hazardous Materials: In the event the Contractor finds any undocumented asbestos or other hazardous materials which require abatement the Contractor shall stop work immediately and notify the Architect and Owners Representative

3.2 Removal

A. Remove the existing roof membranes, membrane flashing and sheet metal. Carefully inspect and repair exposed surfaces, utilities, roof penetrations, etc., for damage and repair or replace as required.

B. Removal shall result in a smooth, consistent substrate for application of wood blocking, membrane and membrane flashing.

D. A thorough inspection of the existing substrate and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the application of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.3 Pollution Control

A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.

B. Debris shall be considered the property of the Contractor and shall be removed for the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.4 On-Site Storage

A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.

B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.

C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.5 Repair of Damages

A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.

B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final payment.

3.6 Environmental Requirements

A. Do not apply roofing membrane during inclement weather or when a 20% chance of precipitation is expected.

B. Do not apply roofing insulation or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

3.7 Clean-Up

A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.

B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET - TEL. (860) 346-1809
MIDDLETOWN, CT 06457

Summary of roof core cuts taken on August 8, 2022 at Timothy Edwards Middle School, South Windsor, CT

Core cut #1:

1 ply modified cap sheet on 4 plys type IV felt on ½" wood fiber board on 3-1/2" polyiso insulation (flat stock) on metal deck – sloped ¼" per ft.

Core cut #2:

1 ply modified cap sheet on 4 plys type IV felt on ½" wood fiber board on 3-1/2" polyiso insulation (flat stock) on metal deck – sloped ¼" per ft.

Core cut #3:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Core cut #4:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Core cut #5:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Core cut #6:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Core cut #7:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

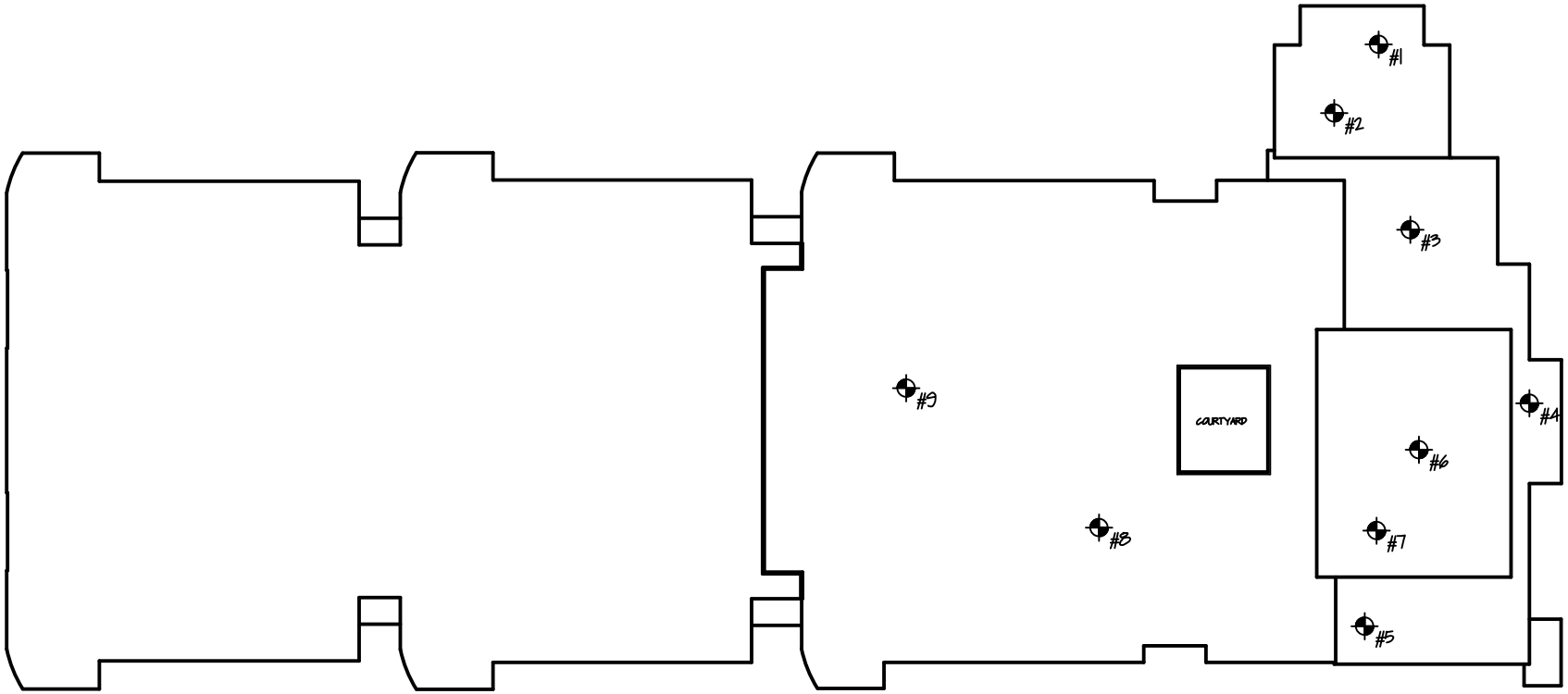
Core cut #8:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Core cut #9:

1 ply modified cap sheet on 4 plys type IV felt on ½” wood fiber board on 3-1/2” polyiso insulation (flat stock) on metal deck – sloped ¼” per ft.

Summary prepared by T. Hibbard.



ROOF CORE CUT PLAN

SCALE: N.T.S.

SCHEMATIC ROOF PLAN FOR
TIMOTHY EDWARDS MIDDLE SCHOOL
100 ARNOLD WAY – SOUTH WINDSOR, CT

PROJECT DATA:

192-0251 RR

DATE: 11-29-22

COM#: 2021-23

HRA
HIBBARD &
ROSA
ARCHITECTS
100 RIVERVIEW CENTER
MAIN STREET
MIDDLETOWN, CT
EMAIL: hra@hra.bz

SECTION 05 52 00
FREESTANDING GUARDRAIL SYSTEM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. Provide and install freestanding guardrail/roof edge protection system, including pipe railings , uprights, bases, counterweights and fittings.

B. Related Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 51 00 Modified Membrane Roofing System

1.3 REFERENCES

A. American National Standards Institute (ANSI):

1. A21.1 - Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.

2. A58.1 - Minimum Design Loads in Buildings and Other Structures.

3. A1 17.1 - Accessible and Usable Buildings and Facilities

B. American Society of Testing and Materials (ASTM)

1. A47 - Standard Specification for Ferrite Malleable Iron Castings.

2. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded Seamless.

3. A153 - Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware

4. A500 - Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing.

C. Occupational Safety & Health Administration (OSHA)

1. 1910.23 – Guarding Floor and Wall Openings and Holes.

1.4 SUBMITTALS

A. Manufacturer's data sheets to be used, including:

1. Preparation instructiona and recommendations.
2. Shop Drawings: indicate profiles, sizes, connections, size andtype of fasteners and accessories.
3. Field Measurements: Verify field measurements prior to assembly and/or ordering.
4. Storage and handling instructions.
5. Installation instructions.

B. Shop Drawings: Drawings showing fabrication and installation of handrails and guardrails including plans, elevations, , sections, details of components, anchor details, and attachement to adjoining units of work.

C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of colors and patterns.

1.5 QUALITY ASSURANCE

A. Railings Structural Requirements:

1. Handrail, wall rail and guardrail assemblies and attachements shall withstand a minimum concentrated load of 200 lbs applied in any direction on the top rail.
2. Infill arae of guardrail system capable of withstanding a horizontal concentrated load of 200 lbs applied to one square foot at ant point in the system. Load no to act conncurrently with he loads on top rail of system in determining stress on guardrail.

1.6 DELIVERY, STORAGE AND HANDLING

A. Materails to be delivered to the job site in good condition and adequatley protected against damage.

B. Store products in manucfacturer's unopened packaging until ready fot installation.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimium results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorde measurements on final shop drawings.

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Kee Safety, Inc. located at 100 Stradman St. Buffalo, NY 14206; Toll Free Tel: 800- 851-5181; Tel: 716-896-4949, Email info@keesafety.com, Web: www.keesafety.com

B. Substitutions as approved by Architect.

2.2 SYSTEMS

A. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on Drawings.

1. Fittings: Cast iron
2. Handrail Tubing, 12 gage, Size
   a. 1-1/2 inches – 1.90 inches O.D.
   b. 1-1/4 inches – 1.660 inches O.D.
3. Handrail Pipe, Schedule 40, Size
   c. 1-1/2 inches – 1.90 inches O.D.
   d. 1-1/4 inches – 1.660 inches O.D.
4. Infill Panels: As indicated. Refer to Drawings.

B. Roof Edge Protection: Provide freestanding KeeGuard Roof Edge Protection System, Including pipe railings, uprights, bases, counterweights and fittings.

1. Frrestanding counterweighted guardrail system with 42 inch minimum height to provide guardrail on roof to withstand a minimum load of 200 lbs in any direction to the top rail per OSHA regulation 29 CFR 1910.23
2. Pipe Steel, 1-1/2 inche schedule 40, galvanized pipe.
3. Tube: Galvanized tube, 12 guage, 1-1/2 inch, 1.90 inch O.D.
4. Rails and Posts: Galvanized Tube, 12 gage, 1-1/4 inch, 1.660 diameter.
5. Counterweight Levers: Galvanized Tube, 12 gage, 1-1/4 inch, 1.660 diameter.
6. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.
7. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.
8. Fasteners: Stainless steel or galvanized.

C. Custom Design: Provide pipe, fittings, and accessories as indicated or required by Drawings to match design indicated.

2.3 MATERIALS

A. Pipe:

1. Steel Pipe: Steel, 1-1/2” inch schedule 40, galvanized.
2. Tube: Galvanized tube, 12 gage, 1-1/2 inch, 1.90 inch O.D.

B. Fittings, Including Elbows, Crossovers, Wall Flanges, Tees, Couplings.

1. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.

C. Finish: Polyester factory applied finish.

D. Fasteners: Type 304 or 305 stainless steel or galvanized.

2.4 FABRICATION

A. Fit and shop assemble components in largest practical sizes for delivery to site.

B. Upright tops shall be plugged with weather and light resistant material.

C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 foot pounds of torgue.

C. Perform cutting, and fitting required for installation of guardrails, Set guardrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 RELATED SECTIONS

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. Related Sections

1. Section 07 22 18 - Preparation for Re-Roofing
2. Section 07 52 00 - Modified Bitumen Roofing – Hot Applied
3. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM C-209 Water Absorption, % by Volume
2. ASTM C-1289, Type V
3. ASTM D-2126 Dimensional Stability Change
4. ASTM D-16121 Compression Resistance
5. ASTM E96 Moisture Vapor Transmission
6. ASTM E-108 Class A fire resistance rating

B. Federal Specification

1. HH-1-1972/Gen and HH-1-1972/2

1.4 DELIVERY, STORAGE AND HANDLING

A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery.

B. Store lumber, plywood and insulated nail board in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.

C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.5 QUALITY ASSURANCE

A. Comply with governing codes & regulations. Use experienced installers.

B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.

C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.

D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.

E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.6 SCOPE OF WORK

A. Add wood blocking to meet new insulation heights according to drawings.

B. Replace deteriorated trim in kind and install new wood.

PART II - PRODUCTS

2.1 DIMENSIONAL LUMBER AND PLYWOOD

A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).

B. Exterior Type Plywood: APA Rated sheathing, EXT.

C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB).

D. Anchorage and Fastenings: Proper type, size material and finish for each application.

E. Quality: Sound, seasoned, well manufactured materials of longest practical practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

2.2 WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): AWPA Treatment C1 using water bourne preservative with 0.25 pcf retention.

B. Shop Preservative treated wood materials indicated on drawings.

PART III - EXECUTION

3.1 EXAMINATION

A. Verify measurements and dimensions shown before proceeding with carpentry work.

B. Examine supporting structure and conditions under which carpentry work is to be Installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

C. Correlate location of nailers, blocking and similar supports for attached work.

D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 Protection

A. Protect installed work from damage by other trades until acceptance of work

3.3 Installation of Lumber and plywood products

A. Provide all nailers, blocking and sleepers where shown on the drawings or required for attachment of other work. Minimum flashing height of eight (8)

inches is required. Coordinate with location with other work involved; refer to shop drawings of such work.

B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.

C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.

D. Provide washers under bolt heads and nuts in contact with wood.

E. Do not wax or lubricate fasteners that depend on friction for holding power.

F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.

G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION

SECTION 07 22 18
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Remove the following existing roofing systems:

1. Existing membrane roof system, leave in place existing 3" flat stock polyisocyanurate insulation. Inspect existing polyisocyanute insulation for wet insulation areas. Remove wet insulation down to the deck and any remains of any types of roofing systems. Sweep or clean all debris off of the exposed roof deck.

1.2 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 13

B. Review installation procedures and coordination required with related work.

1.3 ENVIRONMENTAL REQUIREMENTS

A. Do not remove existing roofing systems or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 PROTECTION

A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

B. Extra protection to be taken when work is being conducted over sensitive areas. Protection such as tarps or polyethylene sheathing shall be lined on surface.

1.5 SCHEDULING

A. Schedule work to coincide with commencement of installation of new roofing system.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.

B. Base Sheet: ASTM D-4601 Type II. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.

B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 MATERIALS REMOVAL

A. Existing membrane roof system, leave in place existing 3” flat stock polyisocyanurate insulation. Inspect existing polyisocyanute insulation for wet insulation areas. Remove wet insulation down to the deck and any remains of any types of roofing systems. Sweep or clean all debris off of the exposed roof deck.

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B. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:

1. Lull and hopper and dump truck/ddumpster system.

2. Enclosed protective shrouds on the building and ground surfaces.

C. All debris dumped from the roof shall be transported from the roof into dumpsters or trucks and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of ¾" plywood.

D. All roof equipment not in use or left filled will be parked on the column lines on ¾" plywood.

E. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor.

3.3 TEMPORARY PROTECTION

A. Provide temporary protective sheeting over uncovered deck surfaces.

B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.

C. Provide for surface drainage from sheeting to existing drainage facilities.

D. Do not permit traffic over unprotected deck surface.

3.4 INTERIOR TEMPORARY PROTECTION

A. Provide temporary protective sheeting over computers and electronic equipment while working over these areas.

END OF SECTION

SECTION 07 27 00
ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Section includes roof insulation over the properly prepared deck substrate.

B. Related Sections:

1. Section 07 22 18 - Preparation for Re-Roofing
2. Section 07 55 00 - Modified Bituminous Roofing
3. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. American Society for Testing and materials (ASTM):
1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
3. ASTM B29 Standard Specification for Refined Lead.
4. ASTM B32 Standard Specification for Solder Metal.
5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
9. ASTM C1396 Standard Specification for Gypsum Wallboard.
10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).

16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
21. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.

B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)

C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.

F. Warnock Hersey (WH):
1. Fire Hazard Classifications.

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

H. Steel Deck Institute, St. Louis, Missouri (SDI)

I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)

J. Insulation Board, Polyisocyanurate (FS HH-I-1972)

K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01 33 00.

B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.

C. Provide a sample of each insulation type.

D. Shop Drawings

1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.

E. Certification

1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108.

B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.

D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.

1. Flat Stock Polyisocyanurate Roof Insulation; ASTM C1289:
   a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers. For use as top layer over existing 3" ISO on all sloped metal roof deck
   b. Thickness: 2.0"
   c. R-Value: Minimum 30
   d. Cricket Slope: ½" per ft.

e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1

3. Acceptable Products:
   1) ENRGY 3; Johns Manville
   2) Hunter Panels
   3) Approved Equivalent

4. Cover Board: ASTM C 208, Type II, Grade 2, cellulosic-fiber insulation board, 1/2 inch over tapered polyisocyanurate insulation design.

   a. High Density Fiberboard Roof Insulation; ASTM C208

   b. Qualities: Rigid, composed of interlocking fibers factory blended treated with asphalt on the top side.

   c. Board Size: Four feet by four feet (4' x 4')

   d. Thickness: Minimum ½ inch

   e. Compliances: UL, WH, FM listed under Roofing Systems. Federal Specification LLL-I-535-B.

   f. Acceptable Manufacturers:
      1) Celotex
      2) Temple Inland
      3) Approved Equivalent

B. The final finish slope of the new roof surface shall be ¼" per ft. minimum.

2.3 RELATED MATERIALS

A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.

1. Acceptable Manufacturers:
   a. The Garland Company, Inc.
   b. Celotex
   c. Johns Manville
   d. GAF
   e. Approved Equivalent

B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.

C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.

D. Roof Deck Insulation Adhesive:

Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:

a. Softening Point 185 deg. F - 205 deg. F
b. Flash Point 500 deg. F
c. Penetration @ 77 deg. F 15-35 units
d. Ductility @ 77 deg. F 2.5 cm

1. Over properly prepared substrate, embed first layer of insulation in solid mopping of type III hot asphalt. Stagger end joints of boards so all open joints are eliminated. Walk in each piece of insulation to ensure boards are properly adhered. Additional layers of insulation shall be full adhered in Type III hot asphalt.

2. Approved 1/2" fiberboard shall be fully adhered and set in Type III hot asphalt.

E. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.

1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 INSPECTOR OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

1. Verify that work which penetrates roof deck has been completed.
2. Verify that wood nailers are properly and securely installed.
3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
4. Do not proceed until defects are corrected.
5. Do not apply insulation until substrate is sufficiently dry.
6. Broom clean substrate immediately prior to application.

7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
8. Verify that temporary roof has been completed.

3.3 INSTALLATION

B. Attachment Type III Hot Asphalt (Metal Roof Deck)

1. Over properly prepared substrate, mechanically attach to existing metal deck using mopping of type III hot asphalt. Stagger end joints of boards so all open joints are eliminated. Additional layers of insulation shall be full adhered in Type III hot asphalt. approv

2. Approved 1/2" fiberboard shall be fully adhered and set in Type III hot asphalt.

3.4 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 07 42 14
METAL WALL PANELS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.

1.2 SUMMARY

A. This section includes pre-formed flat seam wall panel system complete with anchor clips, fasteners, flashing, and trim.

B. Related Sections:

1. Section 06 10 00 - Rough Carpentry
2. Section 07 55 50 - Modified Bituminous Roofing
3. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. American Iron and Steel Institute (AISI):

1. Specification for the Design of Cold-Formed Steel Structural Members.
2. American Society for Testing and Materials (ASTM): B.
3. ASTM A240 Specification for Heat Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels: C.
4. ASTM A792 Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
5. ASTM A875 Specification for Steel Sheet, Zinc-5% Aluminum Alloy-Coated by the Hot-Dip Process.
6. ASTM B209 Specification for Aluminum and Aluminum-Alloy Sheet and Plate
7. ASTM B370 Specification for Copper and Sheet and Strip for Building Construction
8. ASTM E283 Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
9. ASTM E331 Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Air Pressure Differences

10. ASTM E331 Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights, and Curtain Walls by Uniform Static Air Pressure Difference

B. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

1. Architectural Sheet Metal Manual

1.4 SUBMITTALS FOR REVIEW

A. Shop Drawings: Show wall panels (and roofing system, if applicable) with flashings and accessories in elevations, sections and details. Include metal thickness and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values. Shop drawings must be completed by the wall panel manufacturer's engineering department. Any and/or all changes recommended by the successful bidder must be approved by the manufacturer in writing prior to submittal.

B. Product Data: Include manufacturer's detailed material and system description, concealed anchor clips, sealant and closure installation instructions, and finish specifications. Indicate fastener types and spacing; and required fastener pullout values.

C. Samples: Provide full-size samples of the following materials and system components. Samples shall be of identical material type, thickness, panel width, and material grade/alloy as the system specified for this project.

1. Submit sample of panel section, at least 4" long x full panel width showing panel profile and also a sample of color selected.
2. Submit sample of foam closure strips to fit inside and outside specified panel profile.
3. Submit sample of panel fasteners.

D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

E. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

1.5 SUBMITTALS FOR INFORMATION

A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:

1. Independent laboratory testing report for system design load and seam integrity.
2. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
3. Manufacturer's verifications that the panels are factory roll formed.
4. ASTM E283 Test results must clearly demonstrate compliance with the performance requirements specified in article 1.9 ASTM E331 Test Report.
5. ASTM E330 Test results must clearly demonstrate compliance with the performance requirements specified in article 1.9.
6. ASTM E331 Test results must clearly demonstrate compliance with the performance requirements specified in article 1.9.

B. Qualification Data for Wall System Installer: Refer to Quality Assurance Article below.

C. Certification of work progress inspection frequency: Refer to Quality Assurance Article below.

D. Pre-installation Conference Proceedings: Refer to Quality Assurance Article below.

E. Test Reports: Submit third party validation of environmental claims, prepared by UL Environment, for all metal wall panels containing recycled content and/or bio based content.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Division 01 Section Closeout Submittals.

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

C. Wall Panel Maintenance Instructions: Provide a manual of manufacturer's recommendations for maintenance of installed systems.

D. Insurance Certification: Assist Owner in preparation and submittal of wall installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on wall panel system installation and associated work.

E. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed wall panel system installation work. Refer to Part 3 for additional requirements.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Contractor course and is currently certified for the installation of the specified system.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Source Limitations: Obtain all components of the wall panel system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the Manufacturer.

1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.

D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

E. Engage the Manufacturer's Field Representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

F. Manufacturer shall provide the Owner project with a written statement that they will provide a site inspection every three (3) days that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

1.8 PRE-INSTALLATION CONFERENCE

A. Convene a pre-installation conference approximately two (2) weeks before scheduled commencement of system installation and associated work.

B. Require attendance of installer of each component of associated work which must precede or follow wall panel work (including mechanical or electrical work if any), Architect, Owner, system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of building, inspect and discuss condition of substrates, penetrations and other preparatory work performed by others.
3. Review structural loading limitations of wall framing and inspect for unacceptable variations in planarity.
4. Review system requirements (drawings, specifications and other contract documents).
5. Review required submittals both completed and yet to be completed.
6. Review and finalize construction schedule related to work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
7. Review required inspection, testing, certifying and material usage accounting procedures.
8. Review weather and forecasted weather conditions and procedures for unfavorable conditions, including possibility of temporary wall protection (if not mandatory requirement).
9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
10. Review notification procedures for weather or non-working days.

D. The Owner's Representative will be designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

E. The intent of the conference is to resolve issues affecting the installation and performance of wall panel work. Do not proceed with work until such issues are resolved the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer's Responsibilities:

1. All panels shall be shipped from the manufacturer with a strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

B. Installer's Responsibilities:
   1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
   2. Unload wall panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
   3. Protect moisture-sensitive materials and water-based from the weather.
   4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.10 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for wall panel system.

   1. Protection:
      a. Protect completed work from subsequent construction operations. Comply with Manufacturer's recommendations.
      b. Do not encumber the site with stored materials or equipment.
      c. Do not support wall-mounted equipment directly on the wall panel system.

B. Ascertain that work of other trades which penetrates the wall or is to be made watertight by the wall is in place an approved prior to installation.

1.11 DESIGN AND PERFORMANCE CRITERIA

A. Thermal Expansion and Contraction:

   1. Completed metal wall panel and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
   2. The design temperature differential shall be not less than differential of 160 °F.
   3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

1.12 WARRANTIES

A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.

   1. Manufacturer's standard twenty (20) year finish warranty covering checking, crazing, peeling, chalking, fading, or adhesion.
   2. Installer's two (2) year warranty covering wall panel system installation.
   3. Warranties shall commence on date of Substantial Completion.

4. Provide a single warranty by a single approved manufacturer for roof areas, wall areas, and transitions between the two systems, if applicable.

1.13 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the wall panel system manufacturer will inspect the work not less than 3 days per week. In addition, the manufacturer will:

1. Keep the Architect or Owner informed as to the progress and quality of the work as observed.
2. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
3. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 – PRODUCTS

1.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified here in shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

1.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon R-MER Wall Pan wall panel systems engineered and manufactured by

a. The Garland Company

B. Site Formed Panels: Bidder will not be allowed to supply panels formed at the job-site on portable roll formers; metal panels must be factory pre-manufactured and engineered for this project.

1.3 METAL WALL PANEL SYSTEM

A. General

1. The products, quality, and performance criteria specified shall be regarded as the minimum standard of quality required for the project.
2. Basis of Design: R-MER Wall Pan System manufactured by The Garland Company, Cleveland, OH. or pre-approved equal

B. Materials

1. Panel material: 24 ga. Steel Sheet, as per ASTM A653: G90 (Z275) coating designation; structural quality, grade 40 ksi (275 MPa).
2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as wall panel system, unless indicated otherwise.

C. Finish on surfaces:

1. Exposed surfaces for coated panels:
   a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
   b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
   c. Color shall be Colonial Red.
2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).
3. Exposed and unexposed surfaces for uncoated panels shall be as shipped from the mill.

D. Characteristics:

1. Fabrication: Panels shall be factory roll-formed from the specified metal. Field rolled panels will not be allowed.

2. Configuration: Interlocking flush/flat seams incorporating concealed anchor clips. Through fastened or exposed fastener systems are not acceptable.
3. Panel seam legs shall be one and one half (1 ½) inch nominal concealed depth behind the panel face. Seam shall allow for expansion and contraction of panels due to thermal changes.
4. Anchor clips: Clips shall be 22-gauge galvalume steel designed to allow thermal movement of the panel in each direction along the longitudinal dimension.
5. Panel Width/Seam Spacing: 12" nominal.
6. Panel lengths: Full length without joints to the extent as is practical.
7. Profile of panel face shall have mesa's every two (2) on center continuous throughout panel which are a minimum of one and one half (1 ½) inches wide. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.

E. Accessories:

1. Fasteners:
   a. See Shop Drawings Call Outs
2. Provide all miscellaneous accessories for complete installation.

2.4 ACCESSORY PRODUCTS

A. Sealant:

1. Acceptable product:
   a. Concealed Application: Non-curing butyl sealant or equal.
   b. Exposed Application: Garland SS sealant or equal.
2. Colors: As selected by architect from sealant manufacturer's standard selection.

1.5 FABRICATION

A. Shop fabricate metal panels and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.

B. Form flashing components from full single width sheet in minimum ten (10'-0") feet sections. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.

C. Fabricate panels and related sheet metal work in accordance with approved shop drawings and applicable standards.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 PREPARATION

A. Inspection: Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal panels.

B. Pre-installation conference: Prior to beginning metal wall panel work, convene a pre-installation conference as specified in Part 1 of this Specification.

C. It is understood that the ongoing operations of the Owner area of a critical nature as to leak sensitivity. Do not work on more wall area than can be restored completely watertight in one day.

3.3 INSTALLATION, GENERAL

A. Install wall system when the atmospheric dry bulb temperature is minimum forty (40) degrees Fahrenheit and rising.

B. Install all components of the wall system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.

3.4 WALL PANEL INSTALLATION

A. Comply with all details and install wall panel materials and flashings in accordance with approved Manufacturer's shop drawing and manufacturer's product data within specified erection tolerances.

B. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.

C. Seal laps and joints in accordance with system manufacturer's product data.

D. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

E. At joints in linear sheet metal items, set sheet metal items in two (2) one fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

3.5 CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

3.6 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during construction. Comply with requirements of authorities having jurisdiction.

3.7 FINAL INSPECTION

A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, system manufacturer's representative, and other representatives directly concerned with performance of system.

B. Inspect work and flashing of penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the Owner upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the system manufacturer.

F. Immediately correct leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION

SECTION 07 55 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Hot Applied 2-Ply Hot Asphalt Roofing

1.2 RELATED SECTIONS

A. Section 06 10 00 - Rough Carpentry.

B. Section 07 27 00 – Roof Deck and Insulation

C. Section 07 62 00 – Edge Metal Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.

D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.

E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.

F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.

G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

I. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.

J. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.

K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

P. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.

Q. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.

R. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

S. Factory Mutual Research (FM): Roof Assembly Classifications.

T. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

U. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

V. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

W. Warnock Hersey (WH): Fire Hazard Classifications.

X. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

Y. ASCE 7, Minimum Design Loads for Buildings and Other Structures

Z. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:

1. Factory Mutual Class A Rating.
2. Underwriters Laboratory Class A Rating.
3. Warnock Hersey Class A Rating.

C. Design Requirements:

1. Uniform Wind Uplift Load Capacity

a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
1) Design Code: ASCE 7-16, Method 2 for Components and Cladding.
2) Importance Category:
a) IV
3) Importance Factor of:
a) 1.0
4) Wind Speed: 131 mph
5) Exposure Category:
a) C.
6) Design Roof Height: 35 feet.
7) Minimum Building Width: 183 feet.
8) Roof Pitch: .0.25 :12.
9) Roof Area Design Uplift Pressure:
a) Zone 1’-33.0
b) Zone 1 - Field of roof 51.2 psf
c) Zone 2 - Eaves, ridges, hips and rakes 64.8 psf
d) Zone 3 - Corners 85.3 psf

D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.

E. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.

F. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

G. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.

H. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.

I. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:

1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

1.9 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed NDL, labor and material, edge to edge Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

1. Warranty Period:
   a. 20 years from date of acceptance.

B. Contractor shall provide 2 year contractors warranty to cover all labor and material, including all maintenance and repairs for two years after the date of substantial completion.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. The design is based upon roofing systems engineered and manufactured by The Garland Company or pre-approved equal.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.

1. Bidder will not be allowed to change materials after the bid opening date.
2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval 7 business days prior to the bid opening for review.
3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:

   a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
   b. Will provide the same guarantee for substitution as for the product and method specified.
   c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
   d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
   e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
   f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.

4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.

5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 HOT APPLIED 2-PLY ASPHALT ROOFING

A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
   1. FlexBase 80:

B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive.
   1. StressPly E:

C. Interply Adhesive: (1 and 2)
   1. Generic Type III Asphalt:

D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
   1. FlexBase 80:

E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
   1. StressPly E FR Mineral:

F. Surfacing:
   1. Surface Coatings
      a. Roofing granules embedded into asphalt bleedout

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.

1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:

1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water.

3.4 INSTALLATION HOT APPLIED ROOF SYSTEM

A. Base Ply(s): Install base sheet in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.

1. Lap ply sheet ends 8 inches (203 mm). Stagger end laps 2 inches (304mm) minimum.
2. Install base flashing ply to all perimeter and projection details after membrane application.
3. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
4. Install base flashing ply to all perimeter and projection details.
5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to thirty 30 lbs. (11-13kg) per 100 square feet.

1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
3. Install subsequent rolls of modified membrane as above with a minimum of 4 inch (101 mm) side laps and 8 inch end laps. Stagger end laps. Apply membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
4. Apply hot material no more than 5 feet ahead of each roll being embedded.
5. Extend membrane 2 inches beyond top edge of all cants in full moppings of the specified hot material.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.

1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire sheet of flashing membrane to the substrate.
5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.
6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.

H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the cap ply.

1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Inspection: When the project is in progress, the roofing system manufacturer will provide the following:

1. Report progress and quality of the work as observed
2. Provide daily job site inspections, at no additional cost to the building owner or contractor, by a full time employee of the roof system manufacturer. The project inspector must possess a minimum of (10) years of field and technical experience with the roof system manufacturer. Roof system manufacturer must provide a written letter, signed by a corporate officer, that the required inspector meets the above referenced criteria.
3. Provide daily inspection reports to the owner and architect. Progress reports must include digital photographic documentation and a summary of the daily work progress. Progress reports must be made available to the Owner and Architect via a password secure on-line database.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:

1. FlexBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements according to ASTM D 5147.
   a. Tensile Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
   b. Tear Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
   c. Elongation at Maximum Tensile, ASTM D5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
   d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)

B. Modified Cap (Ply) Sheet:

1. StressPly E FR Mineral:160 mil SBS/SIS (Styrene-Butadiene-Styrene – Styrene-Isoprene- Styrene) rubber modified roofing membrane incorporating recycled rubber and reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
   a. Tensile Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf/in XD 550 lbf/in
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 87.50 kN/m XD 96.25 kN/m
   b. Tear Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 900 lbf XD 950 lbf
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 4003 N XD 4226 N
   c. Elongation at Maximum Tensile, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6F MD 6% XD 6%
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
   d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F

C. Interply Adhesive:

1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
   a. Softening Point 185 deg. F - 205 deg. F
   b. Flash Point 500 deg. F
   c. Penetration @ 77 deg. F 15-35 units
   d. Ductility @ 77 deg. F 2.5 cm

D. Flashing Base Ply:

1. FlexBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements according to ASTM D 5147.
   a. Tensile Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
   b. Tear Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
   c. Elongation at Maximum Tensile, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
   d. Low Temperature Flexibility, ASTM D 5147:
      1) Passes -30 deg. F (-34.4 deg. C)

E. Flashing Ply Adhesive:

1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
   a. Softening Point 185 deg. F - 205 deg. F
   b. Flash Point 500 deg. F
   c. Penetration @ 77 deg. F 15-35 units
   d. Ductility @ 77 deg. F 2.5 cm

F. Flashing Finish Ply:

   a. StressPly E FR Mineral: 160 mil SBS SIS rubber modified roofing membrane incorporating recycled rubber and reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
      1) Tensile Strength, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf/in XD 550 lbf/in
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 87.50 kN/m XD 96.25 kN/m
      2) Tear Strength, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 900 lbf XD 950 lbf
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 4003 N XD 4226 N
      3) Elongation at Maximum Tensile, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6F MD 6% XD 6%
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
      4) Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)

2. Surface Coatings:

   a. Surfacing:
      1) Loose granules embedded into asphalt bleedout.
      2) All exposed mastic to be Silver Flash or coated with Garla-Brite non-fibered aluminum coating.

END OF SECTION

SECTION 07 62 00
EDGE METAL, SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Provide all labor, equipment, and materials to fabricate and install the following.
   1. Edge strip and flashing
   2. Fascia, scuppers, coping and trim
   3. Expansion joint and area divider covers
   4. Fascia and edge material
   5. Scuppers and down spouts

B. Related Sections:

   1. Section 06 10 00 - Rough Carpentry
   2. Section 07 55 00 - Modified Bituminous Membrane Roofing
   3. Section 07 92 00 - Joint Sealants

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

   1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
   2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
   3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
   5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)

1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal

C. Warnock Hersey International, Inc., Middleton, WI (WH)

D. Factory Mutual Research Corporation (FMRC)

1. FM 1-49 Loss Prevention Data Sheet

E. Underwriters Laboratories (UL)

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

1. 1993 Edition Architectural Sheet Metal Manual

G. National Roofing Contractors Association (NRCA)

1. Roofing and Waterproofing Manual

H. American Society of Civil Engineers (ASCE)

1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.4 SUBMITTALS FOR REVIEW

A. Product Data:

1. Provide manufacturer's specification data sheets for each product.
2. Metal material characteristics and installation recommendations.
3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.

C. Shop Drawings

1. For manufactured and ANSI/SPRI ES-1 compliant shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
2. Indicate material profile, jointing details, fastening methods, flashing, terminations, and installation details.
3. Indicate type, gauge and finish of metal

D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 SUBMITTALS FOR INFORMATION

A. Design Loads: Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7 and that the submitted equal edge metal system is compliant with the ANSI/SPRI ES-1 standard. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.

C. A letter from the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.

D. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.

E. Certification of work progress inspection. Refer to Quality Assurance Article below.

F. Certifications.
   1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
   2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.

B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.

C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.

D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRIERIA

A. Thermal expansion and contraction:

1. Completed metal edge flashing system, shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.

1. Pre-finished metal material shall require a written thirty (30)- year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.
3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.
2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon pre-manufactured metal edge systems engineered and manufactured by The Garland Company.

2.3 MATERIALS

A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-Mer Force metal edge system and R-Mer Edge metal coping system.

B. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

C. R-Mer Force Flash-less Snap-On Fascia Cover and Splice Plate

1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 22 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality

D. R-Mer Force Flash-less Snap-On Fascia Extruded Base Anchor

1. Base Anchor and Anchor Splice Plates: 6005A-T61 extruded aluminum
2. Compression Seal for top of anchor: TPE thermoplastic elastomer.
3. Sealant for Flange: Green-Lock Sealant XL: Single-component high performance 100% solids, interior and exterior polyether joint sealant

E. R-Mer Edge Snap-On Coping System and Accessories

1. 16 GA Chairs and 6" splice plates

F. Finishes

1. Exposed surfaces for coated panels:
   a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

PROPERTY	TEST METHOD	FLUOROCARBON*
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse Impact	ASTM D2794	no cracking or loss of adhesion

Nominal Thickness	ASTM D1005
Primer	0.2 mils
Topcoat	0.7 mils min
Clear Coat (optional, only to be used with 22 gauge steel)	0.3 mils

*Subject to minimum quantity requirements

b. Color shall be as specified

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mil

2.4 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Sealant: Specified in Section 07900 or on drawings.

D. Underlayment: ASTM D2178, No 15 asphalt saturated roofing felt.

E. Self-Adhering Underlayment, one of the following:

1. 45 mil high temperature underlayment with cross laminated polymer surface

F. Slip Sheet: Rosin sized building paper.

G. Fasteners:

1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

PART 3 – EXECUTION

3. EXECUTION, GENERAL

A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

4. PROTECTION

   A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

5. GENERAL

   A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.

   B. Fastening of metal to walls and wood blocking shall comply with building code standards.

   C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.

   D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

6. INSPECTION

   A. Verify that curbs are solidly set and nailing strips located.

   B. Perform field measurements prior to fabrication.

   C. Coordinate work with work of other trades.

   D. Verify that substrate is dry, clean and free of foreign matter.

   E. Commencement of installation shall be considered acceptance of existing conditions.

7. MANUFACTURED SHEET METAL SYSTEMS

   A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.

   B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

8. SHOP-FABRICATED SHEET METAL

   A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

B. Hem exposed edges.

C. Angle bottom edges of exposed vertical surfaces to form drip.

D. Lap corners with adjoining pieces fastened and set in sealant.

E. Form joints for gravel stop fascia system, coping cap with a 3/8” opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.

F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

9. FLASHING MEMBRANE INSTALLATION

A. Scupper Through Roof Edge

1. Install scupper box in a one fourth (1/4) inch bed of mastic. Assure all box seams are soldered and have minimum four (4) inch flange. Make sure all corners are closed and soldered.
2. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.

B. Flash-less Snap-On Fascia Detail with Extruded Aluminum Base Anchor

1. Position base ply of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer’s recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
3. Extruded base anchor: Apply two 1/4" beads of Green-Lock Sealant XL or equal on the bottom surface of the top flange of the extruded anchor.
4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches o.c. for 5.75 inch face fascia, and 18 inches o.c. staggered for any fascia size greater than 5.75 inches. Begin fastening 6 inches from ends.
5. Install Green-Lock Sealant XL or equal at the ends of the base frame to prevent water from running between base anchor joints.
6. Install compression seals every 40 inches on center in the slots located at the top of the extruded anchor.

7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten foot piece.

10. CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

11. CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

12. FINAL INSPECTION

A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the Architect upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

13. DEMONSTRATION AND TRAINING

A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:

1. Troubleshooting procedures
2. Notification procedures for reporting leaks or other apparent roofing problems
3. Maintenance
4. The Owner's obligations for maintaining the warranty in effect and force
5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION

SECTION 07 72 33
ROOF HATCH

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. Section includes prefabricated roof hatches, operable hardware, and Counter flashings.

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 55 16 Modified Bituminous Membrane Roofing
2. Section 07 62 00 Sheet Metal Flashing and Trim

1.3 QUALITY ASSURANCE

A. Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for the proper performance of the work of this section.

1.4 SUBMITTALS

A. Product Data: Submit data on unit construction, sizes, configuration, jointing methods and locations when applicable, and attachment method.

B. Submit manufacturer's recommended installation procedures.

1.5 WARRANTY

A. Provide five (5) year manufacture's warranty against all defects in material and workmanship.

PART 2 PRODUCTS

2.1 ROOF HATCHES

A. The basis of design shall be The Bilco Comapny, Type E roof scuttle or equal.

2.2 COMPONENTS

A. Product Description: Shop fabricated roof hatches operating hardware equal to Bilco

1. Type "E" Roof Scuttle: Unit 3'-0" x 3'-0" size, single leaf type; listed by UL. One (1) roof hatch located in custodial closet, upper level.

B. Integral Aluminum Curb: Aluminum with rigid foam insulation; integral cap flashing to receive roof flashing; extended flange for mounting.

C. Cover: Aluminum; foam insulation; sandwiched by aluminum interior liner; continuous neoprene gasket to provide weatherproof seal.

D. Safety Post: Ladder UP Safety Post attached at the two top rungs of the existing ladder.

E. Hardware:

1. Compression spring operator and shock absorbers.
2. Steel manual pull handle for interior operation; padlock hasp.
3. Steel hold open arm with vinyl covered grip handle for easy release.
4. Hinges: Manufacturer's recommended type for specific type of hatch.

F. Hatch Railing System:

1. As manufactured by the roof hatch supplier. Equal to Bilco Bil-Guard 2.0 Hatch Railing System.
2. Post and rails shall be 1-1/4" schedule 40 pipe in 6061 T6 aluminum alloy.
3. Curb mounting brackets and tear drop brackets are 6063 T5 aluminum alloy.
4. Locking mechanism shall be cast aluminum and spring hinges and all fasteners are type 316 stainless steel.
5. Hatch rail system shall meet OSHA 29 CFR 1910.23 and all OSHA strength requirements.

2.3 FABRICATION

A. Fabricate components free of visual distortion or defects. Weld corners and joints.

B. Fit components for weather tight assembly.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install curb assembly, fastening securely to roof decking. Flash curb assembly into roof system.

B. Place roof hatch and secure to curb assembly. Install integral setting sealant and counterflashing as required.

C. Coordinate with installation of roofing system and related flashings for weather tight installation.

D. Apply bituminous paint on surfaces of units in contact with cementitious materials or dissimilar metals.

END OF SECTION

SECTION 07 92 13
JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes surface preparation, joint sealing, sealants and joint backing.

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 62 00 – Sheet Metal Flashing and Trim

1.2 REFERENCES

A. American Society for Testing and Materials, ASTM.

1. ASTM C920 Specification for Elastomeric Joint Sealants

1.3 SUBMITTALS

A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

B. Provide sample installation on site for Architect's inspection and approval.

C. Certificates: Upon completion of work, furnish written statement signed by the Contractor, applicator, and manufacturer stating sealant application complies with drawings, specifications, and manufacturer's recommendations and was proper and adequate for conditions requiring sealant.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver sealants and related accessories in factory sealed, unopened containers bearing manufacturer's name, batch number, and product designation.

B. Storage: Store in unopened containers. Follow manufacturer's recommendations for storage temperature and shelf life.

C. Handling: Follow manufacturer's recommendations for handling product containing toxic materials. Keep flammable materials away from heat, sparks, and open flame. Use recommended solvents and cleaning agents for cleaning tools, equipment, and skin.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by the sealant Manufacturer during and after installation.

1.06 PROTECTION

A. Use masking tape where required to control lap of materials on adjacent surfaces and remove upon completion.

PART 2 PRODUCTS

2.1 MATERIALS

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint fillers.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces.

2.2 MANUFACTURER

A. All sealants and accessory parts shall be as manufactured by the following:

1. Pecora Corp.
2. Dow Corning Corporation
3. General Electric (GE) Corporation.

2.3 MATERIALS:

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint filler.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces

B. ELASTOMERIC SEALANTS

1. Sealant Type 1: Multi-component acrylic latex sealant; comply with ASTM C-834-95: Pecora AC-20 + Silicone.
2. Sealant Type 2: Two-part Polyurethane sealant; comply with Fed Spec TT-S-00227E, Class A, Type II: ASTM C-920, Type M, Grade NS, Class 25, Use M: Pecora Dynatrol II
3. Sealant Type 3: One-part Non-Staining, Ultra Low Modulus Architectural Medium Modulus Silicone Building Sealant; comply with Fed Spec. TT-S-230C, Class A; CGSB 19GP-9; ASTM C-1248, ASTM C-920, ASTM C-719. ASTM C-794, ASTM D-412, Class 25, Type S, Grade NS, use: Pecora 890 NST

2.4 ACCESSORIES

A. Primers, sealers, surface conditioners and solvents: As recommended by sealant manufacturer to suit application. Sealants shall be non-staining. Solvents shall be residue free

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width. Incompressible materials or acrylic-, asphalt-, oil-, or solvent containing materials will not be permitted.

D. Bond Breaker: Polyethylene film, pressure sensitive tape recommended by sealant manufacturer to suit application.

E. Rags: Dry cleaned white cotton.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect joints and spaces to receive sealant and verify the following:

1. Verify substrate surfaces and joint openings are ready to receive work.
2. Verify surfaces are free from bituminous materials, from release agents, bond breakers, deleterious curing compounds, water repellants, or other surface treatments.
3. Verify metallic surfaces are free from rust, mill, scale, coatings, oil and grease.
4. Verify removal of protective materials from aluminum/steel surfaces.
5. Verify concrete, plaster, or masonry surfaces have properly cured.
6. Verify joints and spaces requiring sealing are at correct or normal width.
7. Verify joint backing and release tapes are compatible with sealant.

B. Do not start application until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cleaning

1 Remove loose materials and foreign matter which might impair adhesion of sealant.
2. Clean and prime joints.
3. Perform preparation in accordance with ASTM C 1193.

B. Remove moisture.

C. Verify proper surface and ambient temperatures.

D. Primers.

1. Make preliminary tests to insure primers will not stain exposed materials or deteriorate back up material.
2. Prime surfaces immediately prior to sealing.

3. Prime concrete, stone, copper, steel and masonry surfaces before installing sealant.

E. In all other respects, prepare surfaces in accordance with manufacturer' recommendations.

3.3 INSTALLATION

A. Perform installation in accordance with ASTM C 1193.

B. Perform acoustical sealant application work in accordance with ASTM C 919.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install bond breaker where joint backing is not used, or where required to confine adhesion of sealant to surface materials.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

G. Tooling:

1. Using tooling agent recommended by sealant manufacturer. Neatly tool joint to compress material, improve adhesion to surfaces joined, and achieve slightly concave surface.

2. Repair air pockets exposed by tooling.

3. Use masking tape where required to facilitate tooling and remove upon completion.

3.4 APPLICATION, PENETRATION SEAL

A. Installation: Comply with the manufacturer's written instructions to properly form and dam penetration openings to produce a tight foamed in place penetration seal. After curing inspect for tightness of seal. Make necessary repairs.

B. Provide penetration seals at mechanical and electrical duct, pipe and conduit penetrations through floor slabs.

3.5 PATCHING

A. Patch or replace defective and damaged sealants as directed by the Architect.

3.6 CLEANING

A. Clean adjacent surfaces soiled in applying sealants in accordance with sealant manufacturer's recommendations.

B. Remove wet material from adjacent surfaces before it has set.

C. Do not use cleaning agents.

3.01 SCHEDULE

A. Sealant Joints:

1.	Joints in finish carpentry and trim:	Sealant #2
2.	Metal/metal joints:	Sealant #2
3.	Masonry joints:	Sealant #2
4.	Concrete joints:	Sealant #2
5.	Stone joints:	Sealant #2
6.	Glass/metal joints:	Sealant #3
7.	Metal/EIFS joint	Sealant #3
8.	Metal/masonry joints:	Sealant #2
9.	Metal/gypsum board joints:	Sealant #2
10.	Metal/wood joints:	Sealant #1
11.	Interior joints for paint finish:	Sealant #1
12.	Exterior wall seismic & expansion joints:	Sealant #2

END OF SECTION

SECTION 08 62 00
PLASTIC GLAZED UNIT SKYLIGHTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Special Conditions and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. Section includes all skylight materials including;

1. Deck mounted impact plastic glazed skylights, doubled gazed, re-use existing curb. .
2. All skylights to have integral counterflashing.

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 06 10 00 Rough Carpentry
2. Section 07 55 00 Modified Bituminous Membrane Roofing
3. Section 07 62 00 Sheet Metal Flashing and Trim

1.3 REFERENCES

A. Structural criteria: Glazed skylights must meet the requirements of American Architectural manufacturers Association (AAMA) publication "Voluntary Uniform Load Structural Standard for Plastic Domed Skylights" which requires skylight t dome thickness adequate to withstand a positive and negative test pressure of 60 PSF.

B. Thermal Performance: Plastic impact glazed skylights shall have been tested by an independent certified test laboratory per the American Manufacturers Association (AAMA) "Voluntary Test Method for Thermal Transmittance of Skylights" (AAMA 1603.1-1980). The total thermal loss of the entire product due to conductivity and air infiltration in the specified 7-1/2 MPH wind test shall not exceed 3.9 BTU/HR/Deg F. The air infiltration in the test shall have been found to be less than 0.1 CFM/FT at the specified 7-1/2 MPH wind velocity.

1.4 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide Thermoformed domed fabricated from sheets identical to those tested for the following fire-test-response characteristics, per ASTM test method indicated below, by UL or other testing and inspecting agencies acceptable to authorities having jurisdiction. Identify plastic sheets with appropriate markings of applicable testing and inspecting organization.

1. Self-ignition Temperature: 651 deg F or greater when tested per ASTM D 1929 on plastic sheets in the thickness intended for use.
2. Smoke density of 75 or less when tested per ASTM D 2843 on plastic sheets in the thickness intended for use.
3. Relative Burning Characteristics: As follows, when tested per ASTM D 635:
   a. Impact Glazing: Burning rate of 2.5 inches per minute or less when tested on plastic glazing indicated below with a nominal thickness of 0.060 inch or the thickness intended for use.

B. Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for the proper performance of the work of this section.

1.5 ENVIRONMENTAL/MOISTURE CONTROL

A. 1. Skylights shall have integral condensation gutter and weep holes for draining any moisture outside.
2. Skylights shall utilize manufacturers standard butyl seal between retainer and domes to minimize air and water infiltration.
3. Double glazed skylights shall utilize Wasco Permatherm dry seal gasket system (or equal) to minimize moisture and dust accumulation between glass panes.

1.6 SUBMITTALS

A. Product Data: Submit data on unit construction, sizes, configuration, jointing methods and locations when applicable, and attachment method.

B. Submit manufacturer's recommended installation procedures.

1.7 WARRANTY

A. General: Warranties specified in this section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

B. Skylight Warranty: Provide written warranty signed by the manufacturer, agreeing to repair or replace work that exhibits defects in materials or workmanship and guaranteeing weather-tight and leak-free performance. “Defects” is defined as abnormal aging or deterioration.

1. Warranty Period: 2 years from the date of Substantial Completion.

C. Plastic Warranty: Provide written warranty signed by the manufacturer, agreeing to repair or replace work that has or develops defects in the plastic. ”Defects” is defined as uncontrollable leakage of water and abnormal aging or deterioration.

1. Warranty Period for Impact Glazing: 2 years from the date of Substantial Completion.

D. Finish Warranty: Provide written warranty signed by the manufacturer, agreeing to repair or replace work with finish defects. ”Defects” is defined as peeling, chipping, chalking, fading, abnormal aging or deterioration and failure to perform as required.

1. Warranty Period for Anodized Finish: 1 year from the date of Substantial Completion for film integrity.

PART 2 PRODUCTS

2.1 SKYLIGHTS

A. Acceptable Manufacturers:

1. Wasco Products, Inc. (part of the Vellux Group) Model as specified
2. Substitutions as approved by Architect.

2.2 COMPONENTS

A. Product Description: High performance skylight, impact glazed plastic, domed skylight as manufactured by Wasco Products, Inc., Commercial Division, Sanford, Maine (1-800-388-0293)

Approximate sizes as follows:

1. 8'-2" x 8'-2" Square Domed Skylight (Quantity 2)
(Contractor shall verify dimension of all skylights in field)

Skylights shall be double glazed impact plastic.

B. Manufacturer shall have been in business of manufacturing skylights for a period of not less than fifteen (15) years, and shall provide a list of similar projects successfully completed within five (5) years within fifty (50) miles of the project site.

C. Contractor shall be responsible to verify size of unit in field.

2.3 MATERIALS

A. Curb frame to be fabricated from bright white, high performance PVC with a minimum thickness of 0.06 inch. Provide integral condensation gutter system with corners fully welded for waterproof quality.

B. Retainer Frame: Extruded aluminum alloy 6063-T5 (min). ASTM B 221 with minimum effective thickness of 0.06 inch.

C. Plastic Sheets; Monolithic, formable, transparent (colorless and tinted) sheets with good weather and impact resistance.

1. Impact Glazing: ASTM D 4802, thermoformable, Category C-2 or CC-2 Type UVA (formulated with ultraviolet absorber), with Finish 1, smooth.

D. Thermal Break: Fabricate skylight units with thermal barrier separating interior metal framing from materials exposed to outside temperature.

E. Shape and Size:

1. Wasco, approximately 8'-2" x 8'-2" Square Domed Skylight (Qty. 2)

F. Glazing:

1. Square Skylights; Thermoformed impact glazing: (Clear, #2412 bronze). Outer Dome with 25% rise. Thermoformed impact glazing: (Clear) #2447 White (53% transmission) Inner Dome.

G. Fasteners: Same metals as metal being fastened, or non-magnetic stainless steel or other non-corrosive metal as recommended by manufacturer.

H. Bituminous Coating: SSPC-Paint 12, solvent type, bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15 mil dry film thickness per coating.

2.4 PLASTIC SKLIGHT UNITS

A. General: Factory-assembled, deck mounted unit consisting of impact plastic glazing, gasketing, inner frame that is incorporated into the curb, and integral curb with self-contained roof flashing flanges.

1. Products:

a. Square domed skylight (8’-2” x 8’-2”): provide Sentinel DDSS2, custom size, meeting the requirements of this section.

2. Custom size curbs measure outside curb dimension. Contractor to verify skylight measurements/size.

B. Condensation Control: Fabricate skylight units with integral internal gutters and weeps to collect and dispose of condensation.

C. Thermal Break: Fabricate skylight units with thermal barrier separating interior metal framing from materials exposed to outside temperature.

D. Shape and Size:

1. Wasco, approximately 8’-2” x 8’-2” square domed skylight.

E. Impact Glazing:

1. Thermoformed outer dome shape with a Clear, #2412 Bronze transparent (27% transmittance).

2. Impact Glazing: Thermoformed inner dome shape (Clear).

2.5 FALL PROTECTION SAFETY

A. Uniform design load capacity to meet or exceed 40 PSF snow load and 40 psf wind uplift. No dome breakage or total disengagement of glazing from the frame shall occur upon impact of minimum 775 ft. lbs. Units are designed to comply with the intent of OSHA fall protection regulations.

B. Install Wasco fall protection screen, 4” x 4” galvanized mesh.

2.6 FABRICATION

A. Framing Components as follows:

1. Factory fit and assemble components.
2. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
3. Fabricate components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
4. Fabricate components to accommodate expansion, contraction, and field adjustment, and to provide for minimum clearance and shimmering at skylight perimeter.
5. Fabricate components to ensure that glazing is thermally and physically isolated from framing members.
6. From shapes and sharp profiles, straight and free of defects or deformations, before finishing
7. Fit and secure joints by heliarc welding.

2.7 ALUMINUM FINISHES

A. General: Comply with NAAMM “Metal Finishes Manual” recommendations for application and designations of finishes.

B. Finish designations prefixed by AA conform to the system for designating aluminum finishes established by the Aluminum Association.

C. Mill Finish: Manufacturer's standard mill finish.

D. Class I or Class II, Clear Anodized Finish: AA-C22A41 (Chemical Finish; etched, medium matte; Anodic Coating: Class I Architectural, clear film thicker than 0.7 mil complying with AAMA 607.1 Class II Architectural 0.7 mil.

E. Class I, Color-Anodized Finish: AA-M12C22A42/A44 (Mechanical Finish: as fabricated, non-specular: Chemical Finish: etched, medium matte; Anodic Coating Class I Architectural, film thicker than 0.7 mil with integral color or electrolytically deposited color) complying with AAMA 606.1 or AAMA 608.1. Color to selected from manufacturers standard colors.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting skylight performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Metal Protection: As Follows:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for the purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
3. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

3.3 INSTALLATION

A. Prior to starting installation, the skylight installer shall inspect the supporting curbs for completeness and water tightness to verify that they are properly prepared to receive the work. Report, in writing, any deficiencies in the substrate. Work shall not proceed until all deficiencies are corrected.

B. Tops of curbs shall receive coating of mastic, provided by installer, to watertight seal between skylight curb frame and curbing.

C. The skylight shall be installed by an experienced installer familiar with the manufacturer's system and installation procedures.

D. Counter Flashing: Where counter flashing is required as a component of the skylight, install to provide an adequate waterproof overlap with roofing or roof flashing (as counter flashing). Seal with thick bead of mastic sealant, except where overlap is indicated to be left open for ventilation.

3.4 CLEANING AND PROTECTION

A. Clean exposed metal and plastic surfaces according to manufacturer’s instructions. Touch up damaged metal coatings.

B. Clean plastic skylight units, inside and out, not more than 5 days prior to date of substantial completion.

END OF SECTION

SECTION 08 67 00
SKYLIGHT PROTECTION SCREEN

PART 1 GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Skylight Protection and Screens

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 08 62 00 Plastic Glazed Unit Skylights

1.2 PERFORMANCE REQUIREMENTS

A. General: Screen is tested to meet the requirements of OSHA 29 CFR 1910.23

1.3 SUBMITTALS

A. Product Data Sheet: Include details of construction and installation, relative to applicable skylight frame.

1.4 WARRANTY

A. General: Warranties specified in this section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

B. Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work that exhibits defects in materials or workmanship as defined by the manufacturer.

1. Warranty Period: 2 years from date of Substantial Completion.

PART 2- PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by Wasco Skylights part of the Velux Group, Commercial Division, Wells, ME (800-388-0293).

B. Substitutions: Manufactures shall not be considered without prior approval in writing no later than ten (10) calendar days prior to bid. Substitute manufacturers must have been in the skylight protection and screen business for not less than a period of 15 years and must submit to the Architect the following:

1. List of similar projects successfully completed within the last five years.
2. Proof of financial capability.
3. Complete details of proposed skylight.
4. Complete specifications for Architect's review.

2.2 MATERIALS

A. Screen: Welded steel wire mesh, 4" x 4" spacing, wire diameter - .188" min. hot dipped galvanized finish on carbon steel or unfinished stainless steel.

B. Frame: Extruded aluminum alloy 6063-T5 (min). ASTM B 221 (ASTM B 221 M) with minimum effective thickness of 0.090 inch.

1. Frame includes a pocket for the edges of the screen material, and a downward leg for attachment to any vertical surface of a skylight retainer or frame.

C. Adjustment Bar: Extruded aluminum bar stock, ¼" x 1", alloy 6063-T5 (min). ASTM B 221 (ASTM B 221 M).

1. Adjustment bar is slotted for width adjustment in the field.

D. Fasteners: Nonmagnetic stainless steel or other non-corrosive metal as recommended by manufacturer.

2.3 FABRICATION

A. Fabricate frame components to factory specifications.

B. Assemble frame legs (2 sides) and adjustment bar (2 sides) into a frame using ¼-14 x 1” hex hd. stainless steel fasteners.

C. Install screen in frame and fix into frame with 1/4-14 x 1” hex hd. stainless steel fasteners.

PART 3- EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting screen performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Metal Protection: As follows:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by paining contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

3.3 INSTALLATION

A. General: Comply with manufacturer’s written instructions for protecting, handling and installing fall protection components.

END OF SECTION

SECTION 21 11 00
FACILITY WATER SERVICE PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes installation the following plumbing specialties and accessories;

1. Pipe and pipe fittings
2. Pipe insulation

B. Related Sections

1. Section 07 27 00 – Roof and Deck Insulation
2. Section 07 55 00 – Modified Bituminous Roofing - Hot Applied
3. Section 22 40 00 – Plumbing Fixtures

1.3 REFERENCES

A. ANSI B31.9 – Building Service Piping

B. ASME B16.1 – Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 and 800

C. ASME B16.3 – Malleable Iron Threaded Fittings

D. ASME B16.4 – Cast Iron Threaded Fittings Class 125 and 250

E. ASTM A72 – Cast Iron Soil Pipe and Fittings

F. ASTM A536 – Ductile Iron Castings

G. ASTM A888 – Hubless Cast Iron Soil Pipe and Fittings

H. ASTM C564 – Rubber gaskets for cast Iron Soil Pipe Fittings

I. ASTM C1540 – Heavy Duty Shielded Couplings Joining Hubless Cast Iron

J. ASTM D 1784 – Rigid PVC Vinyl Compounds

K. ASTM D 1785 – PVC Plastic Pipe, Schedule 40

M. ASTM D 2665 – PVC Drain, Waste, and Vent Pipe & Fittings

N. CISPI 301 – Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems

O. CISPI 310 – Joints for Hubless Cast Iron Sanitary Systems

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

i. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufactures catalog information.

ii. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Record actual locations of equipment, cleanouts, etc.

1.6 OPERATION AND MAINTENANCE DATA

A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.7 QUALITY ASSURANCE

A. All items of similar class shall be the products of the same manufacturer.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.

B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.

B. Accept equipment on site in original factory packaging. Inspect for damage.

C. Provide temporary end caps and closures on pipe and fittings.

1.10 WARRANTY

A. Provide manufacturer's standard warranty for pipe, fittings and accessories.

PART 2 PRODUCTS

2.1 PIPING ABOVE GRADE

A. Cast Iron Pipe: CISPI 310, hubless

1. Fittings: Cast iron

2. Joints: CISPI 310 neoprene gaskets and stainless steel clamp-and shield assemblies.

B. PVC Schedule 40 Solid Wall Pipe and PVC DWV Fitting System.

1. Fittings: Schedule 40 PVC

2.2 UNIONS AND CONNECTIONS

A. Provide manufactures instructions on joining pipe and maintain instructions/ manuals on site.

PART 3 INSTALLATION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

3.2 INSTALLTION

A. Install in accordance with manufacturers instructions.

B. Use fittings for all changes in direction and branch connections.

C. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted unless expressly indicated.

D. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.

E. Fire Barrier Penetrations: Where pipes pass through fire rated walls , partitions, ceilings and floors, maintain fire rated integrity.

F. Install piping with 1/32 inch per foot(1/4 percent) downward slope to drain point.

G. Provide non-conducting dielectric connections wherever jointing dissimilar metals

H. Route piping in orderly manner and maintain gradient.

I. Install piping to conserve building space and not interfere with use of space.

J. Group piping wherever practical at common elevations.

K. Install piping to allow for expansion and contraction without stressing pipe/joints

L. Provide clearance for installation of insulation and access to valves and fittings.

M. Provide access where valves and fittings are not exposed.

N. Where pipe support members are welded to structural building framing, scrape, brush, clean, and apply one coat of zinc rich primer to welding.

O. Install bell and spigot pipe with bell end upstream.

3.3 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

3.4 ERECTION TOLERANCES

A. Establish invert elevations, slopes for drainage at ¼" to 1/8" per foot. Maintain gradient

B. Slope water piping and arrange to drain at low points.

3.5 CLEANING AND FLUSHING

A. Upon completion of work, all piping systems shall be flushed with water/liquid alkaline solution with emulsifying agents and detergents, to remove dirt, grease, grit, chips and foreign matter.

B. Solutions for flushing shall be used in sufficient quantity to produce a velocity of a least 2.5 feet per second. Flushing shall continue until discharge solution shows no discoloration or evidence of foreign materials.

3.6 TESTING

A. All new piping systems installed and parts of existing piping systems which have been altered, extended or repaired under this contract shall be tested as directed by the local authority having jurisdiction and in accordance with the State of Connecticut Building Code.

B. All new, altered, extended or replaced piping shall remain exposed until tested.

C. At completion of tests, Contractor shall submit a written summary of the test to Owner.

D. Any failed test will be repeated until all the requirements of this section and the Building Code are met.

END OF SECTION

SECTION 22 01 12
TEMPORARY MECHANICAL DISCONNECTS AND RECONNECTS

PART I GENERAL

1.1 Related Documents

A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

A. Temporarily remove roof mounted HVAC equipment, as required. Install wood blocking, curbs, sleepers, roofing and flashing as required, and reinstall equipment.

1.3 Special Provisions

A. The Contractor shall employ mechanics proficient and/or licensed if applicable, in the trades involved.

B. The Contractor shall disconnect mechanical equipment only when performing roofing work in the immediate area of the equipment.

C. Each unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.

D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be through.

1.4 Testing

A. Prior to commencing roof work, The Contractor shall test mechanical units in the presence of the Owner's Representative.

B. Deficiencies in operation including unusual noises, will be noted in writing shall become a matter of record.

C. Upon completion of the reinstallation of each unit, it shall be retested by the The Contractor at his expense.

D. Any deficiencies which were not noted in the initial testing shall be corrected by The Contractor at his expense.

PART II PRODUCTS

2.1 Replacement Parts

A. Any replacement parts or additional materials needed due to changes in curb or Sleeper heights shall be as recommended by the manufacturer of the mechanical unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART III EXECUTION

3.1 Job Conditions

A. After disconnection, move units a sufficient distance to permit the installation of roofing and flashing materials.

B. After new roofing is installed, reinstall units as shown, modifying conduit and cable as necessary. Units are to be reinstalled immediately upon completion of new roofing installation at each area that existing units are in place.

C. Provide plywood traffic ways for moving units. If mechanical contrivance of wheeled "A" frame-type hoists are used, plywood shall be placed under the equipment for its full route of movement. B Plywood shall be a minimum of 5/8" thick.

END OF SECTION

SECTION 22 07 00
PLUMBING INSULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes installation the following insulation and accessories;

1. Piping insulation
2. Jackets and accessories

B. Related Sections

1. Section 21 11 00 – Facility Water Service Piping

1.3 REFERENCES

A. ASTM C177 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus

B. ASTM C195 – Mineral Fiber Thermal Insulating Cement.

C. ASTM C335 – Steady State Heat Transfer Properties of Horizontal Pipe Insulation

E. ASTM C449 – Mineral Fiber Hydraulic Setting Thermal Insulating & Finish Cement

F. ASTM C518 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus

G. ASTM C533 – Calcium Silicate Block and Pipe Thermal Insulation

H. ASTM C585 – Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System)

I. ASTM C921 – Properties of Jacketing Materials for Thermal Insulation.

J. ASTM E84 – Surface Burning Characteristics of Building materials

K. ASTM E96 – Water vapor Transmission of Materials

M. ASTM E162 – Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

A. Product Data: Provide product description, list of materials and thickness for each service, and location.

B. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 QUALITY ASSURANCE

A. Materials: Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255, and UL 723.

1.6 QUALIFICATIONS

A. Applicator: Company specializing in performing the work of this section with a minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.

B. Deliver materials to site in original factory packaging, labeled with manufacturer’s identification, including product density and thickness

C. Protect insulation against dirt, water, chemical and mechanical damage.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Maintain ambient temperatures and conditions required by manufacturers adhesive, mastic, and insulation cements.

B. Maintain temperature during and after installation for a minimum period of 24 hours.

PART 2 PRODUCTS

2.1 GLASS FIBER PIPING INSULATION

A. Manufacturer:

1. Johns/Manville Micro-Lok
2. Other acceptable manufacturers offering equivalent products:
   a. Owens Corning
   b. Certainteed Manson
   c. Knauf

B. Insulation: ASTM C547 rigid molded, noncombustible.

1. 'K' value (SI 'k' value) ASTM C335, 0.25@ 75 deg F (0.036 @ 24 deg C)
2. Minimum Service Temperature: -20 degrees F (-28.9 degrees C)
3. Maximum Service Temperature: 850 degrees F (454 degree C)
4. Maximum Moisture Absorption: 0.2 percent by volume

C. Vapor Barrier Jacket:

1. White kraft paper reinforced with glass fiber yarn & bonded to aluminized film
2. Moisture vapor Permeability: ASTM E96; 0.02 perm-inches

D. Installation:

1. Secure seams with pressure sensitive tape closure and butt joints with minimum 3 inch wide tape of same material as vapor barrier jacket.

2.2 JACKETING

A. Polyvinyl Chloride (PCV) Plastic

1. Manufacturer: Johns/Manville, Zeston 2000 or approved equal.
2. Jacket: ASTM D1784, one-piece molded type fitting covers and sheets.

a. Minimum Service Temperature: 0 deg F (-18 deg C)

b. Maximum Service Temperature: 150 deg F (66 deg C)

c. Thickness: 10 mil (.26 mm)

d. Color: off-white

3. Installation:

a. Fittings and Valves: Factory precut inserts

b. Apply vapor retardant mastic to all seams and joints.

c. Secure all seams and joints with Zeston PVC Z-Tape.

B. Canvas jacket: UL listed

1. fabric: ASTM C921, 6oz/sq yd (220 g/sq m), plain weave cotton treated with dilute fire retardant lagging adhesive compatible with insulation.

C. Insulating Cement

1. Manufacturer: Rock Wool "One Shot" or approved equal.

2. Jacket: ASTM C449, mineral wool/inorganic dry mix, non-combustible.

a. Maximum service temperature: 1200 deg F (649 deg C)

b. "K" value (SI "k" value): 1.12 at 400 deg F

c. Thickness: Same as adjoining piping.

3. Installation:

a. One monolithic layer directly applied

b. Exterior finish shall be troweled for smooth paintable surface.

PART 3 INSTALLATION

3.1 EXAMINATION

A. Verify that pipe has been tested before applying insulation .

B. Verify that surfaces are clean and dry, with foreign materials removed.

3.2 INSTALLTION

A. Install in accordance with manufacturers instructions.

B. On exposed piping, locate insulation and cover seams in least visible locations

C. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations.

D. Inserts and Shields:

1. Application: Piping 2 inches diameter or larger.
2. Insert location: Between support shield and piping and under finish jacket.
3. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
4. Insert material: ASTM C640 cork, hydrous calcium silicate insulation or other heavy density insulating material suitable for planned temperature range.

E. Finish insulation at supports, protrusions, and interruptions.

3.3 TOLERANCE

A. substituted insulation materials shall provide thermal resistance within 10 percent normal conditions, as materials indicated.

3.4 GLASS FIBER INSULATION SCHEDULE

A. All insulation shall be 1-1/2 inch thickness with appropriate jacket.

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes installation the following plumbing specialties and accessories;

1. Roof drains & overflow roof drains.
2. Downspout

B. Related Sections

1. Section 07 22 18 – Preparation for Re-roofing
2. Section 07 27 00 – Roof and Deck Insulation
3. Section 07 55 00 – Modified Bituminous Membrane Roofing

1.3 REFERENCES

A. ANSI A112.21.2 - Roof Drains.

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

B. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.

C. Product Data: Provide component sizes, rough-in requirements, service sizes, capacities and finishes.

D. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Record actual locations of equipment, cleanouts, etc.

1.6 OPERATION AND MAINTENANCE DATA

A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.7 QUALITY ASSURANCE

A. All items of similar class shall be the products of the same manufacturer.

B. Roof Drainage System

1. Basis of design for this project is roof drains with downspout nozzles and parapet scupper sleeve as the secondary means of water drainage. This installation shall conform to all governing local and state codes.

2. Roof drain manufacturer shall provide documentation certifying the proper location and placement of primary and overflow drainage system.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.

B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.

B. Accept equipment on site in original factory packaging. Inspect for damage.

1.10 WARRANTY

A. Provide manufacturer's standard warranty roof drains, parapet roof drains, overflow nozzles and scupper sleeves.

PART 2 PRODUCTS

2.1 MANUFACTURERS

Specialties listed within this specification shall be as the manufactured by the following:

1. Josam

2. Jay R Smith

3. Zurn

2.2 ROOF DRAINS

A. Roof Drains: ANSI A112.21.2, Jay R. Smith Mfg. Co. Series 1010, cast iron body, and dome cover, sump receiver, under deck clamp, flashing clamp and gravel stop.

B. Roof Drains: ANSI A112.21.2, Jay R. Smith Mfg. Co. Series 1020, cast iron body, and dome cover, sump receiver, under deck clamp, flashing clamp and gravel stop.

2.3 PREPARATION

A. Coordinate cutting and forming of roof and pre-cast wall construction to receive drains, downspout nozzles and parapet scupper sleeves.

PART 3 INSTALLATION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Contractor shall verify existing piping size prior to installation of new roof drain assemblies

C. Installation of Roof Drains, Overflow Roof Drains, Downspout Nozzles and Parapet Scupper Sleeves in accordance with manufacturers instructions.

D. All items of this section to be installed bay a licensed plumber with a minimum five years experience in the installation of rooftop plumbing accessories.

END OF SECTION

SECTION 26 01 12
TEMPORARY ELECTRICAL DISCONNECTS AND RECONNECTS

PART I- GENERAL

1.1 SECTION INCLUDES

A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.

B. Inspect and repair existing power lines.

C. Fabrication, installation and flashing of equipment supports.

D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.2 SPECIAL PROVISIONS

A. The Contractor shall employ mechanics licensed in the electrical trade.

B. The Contractor shall disconnect electrical equipment or feeds only when performing roofing work in the immediate area of the equipment or feed.

C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.

D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given through The Owner’s representative.

1.3 Testing

A. Prior to commencing roofing work, the Contractor shall test circuits in the presence of the Owner's Representative.

B. Deficiencies in operation will be noted in writing and shall become a matter of record.

C. Upon completion of the reconnection of each item or circuit, it shall be re-tested by the Contractor in the presence of the Owner's Representative.

D. Any deficiencies, which were not noted in the initial testing shall be corrected by the Contractor at his expense.

PART 2 PRODUCTS

2.1 REPLACEMENT PARTS

A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality shall be provided and installed by the Contractor at his expense.

PART 3 EXECUTION

3.1 JOB CONDITIONS

A. Do not disconnect electricity without permission of the Owner's Representative.

B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.

C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION