

FINANCE DEPARTMENT

Memo

August 16, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Award – BID#22-130 ADA Entrance Improvements-Police Station

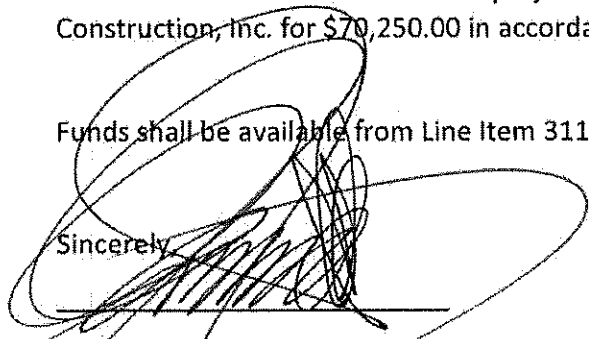
Dear Mr. Brule,

On July 19, 2022, Paul Koelle and I opened bids for the above-mentioned project with the attached results.

After careful consideration, the Purchasing Agent on behalf of the Public Works Department recommends the contract for this project be awarded to the most qualified bidder Mattern Construction, Inc. for \$70,250.00 in accordance with their submission dated July 19, 2022.

Funds shall be available from Line Item 31120-55851 ADA Improvements YSB/PD.

Sincerely,



Rawle Dummett
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Rawle Dummett, Purchasing Agent

From: Gary J. Schneider, Director of Public Works



Date: August 2, 2022

Re: ADA Police Dept. Bid Recommendation

Bids were received for the ADA work at the Police Department.

The project consists of modifications to an existing entrance to the detective's area at the Police Station to achieve ADA compliance. The Town received 2 bids. The Facility Manager checked the references of the low bidder, Mattern Construction, who responded with excellent reviews of the contractor.

The Department recommends the award of the project to Mattern Construction in the amount of \$70,250 (Line item 31120-55851)

Bid Tabulation Sheet Bid#22-130 ADA Entrance Improvements- Police Department July 19, 2022 @2:00 pm		
Vendor	Bid	Notes
Mattern Construction Inc.	\$70,250.00	5-7 Week lead time
Frank Zaino & Associates, Inc.	\$86,000.00	

PROPOSAL
ADA Entrance Improvements
Police Department
Town of Waterford

Proposal of Mattern Construction, Inc. hereinafter called
"BIDDER"

*a corporation of the State of Connecticut

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 150 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:
Addendum #1, dated July 18, 2022

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:
Bid Bond for 10% of the bid amount _____ dollars
(\$ _____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

LUMP SUM PROPOSAL

ADA Entrance Improvements
Police Department
WATERFORD, CONNECTICUT

BIDDER:

NAME	Mattern Construction, Inc.
ADDRESS	26M Bushnell Hollow Rd Baltic, CT 06330

To: Rawle Dummett, Purchasing Agent

Project: **ADA Entrance Improvements – Police Department**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$ 70,250.00

Seventy Thousand Two Hundred Fifty Dollars and Zero Cents
(written figure)

7/19/22 A 5-7 week lead time for Aluminum framed storefront
has been identified by our supplier.
Jack
Estimator.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: 35 years.
2. Ever failed to complete any work? No
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.
 - a. Location Kingdom of the Hawk Wedding Venue, Stonington CT
Project/Phone# Mr. Michael Connery, 860-415-9072
Engineer/Phone# Mercer Bertsche Vernott Architects, 860-536-0632
Completion Date 7/30/2022
Amount of Contract \$2,500,000.00
 - b. Location Mohegan Sun, Uncasville, CT
Project/Phone# Comix Roadhouse Event Space Upgrades 201-618-2851
Engineer/Phone# Upland Architects
Completion Date 10/30/2021
Amount of Contract \$462,000.00
 - c. Location Mystic River Homes Congregate, Noank CT
Project/Phone# Elevator Additions for ADA Access, 860-572-6020
Engineer/Phone# Morrissey Engineering, 860-532-0312
Completion Date 5/20/2021
Amount of Contract \$658,300.00
4. Bank Reference/Phone# David Stone, 1st Vice President & Senior Loan Officer
Eastern CT Savings Bank, 860-425-0148

This firm consists of the following members:

Full Name	Residence
N/A	

The officers are:

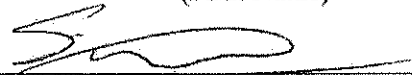
Full Name	Residence
President: George Mattern	26M Bushnell Hollow Rd, Baltic CT 06630
Treasurer: Eric Mattern (and Vice President)	26M Bushnell Hollow Rd, Baltic CT 06630
Directors: N/A	

Respectfully Submitted:

Mattern Construction, Inc.

(Firm Name)

By:



(Signature)

Eric Mattern, Vice President & Treasurer

(Typed Name and Title)

26M Bushnell Hollow Road

Baltic, CT 06330

(Business Address)

860-822-8457

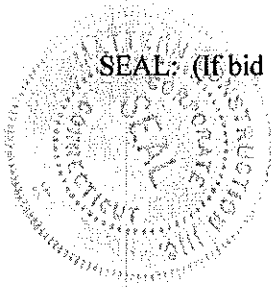
(Telephone)

860-886-8091

(Fax)

info@matternconstruction.com

(Email)



(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF Connecticut

COUNTY OF New London

ss: Baltic, CT

ON THIS 19 DAY OF July, 2022, BEFORE ME PERSONALLY CAME AND APPEARED Eric Mattern, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT 26M Bushnell Hollow Rd Baltic, CT THAT HE/SHE IS THE Vice President OF Mattern Construction, Inc., THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

My Commission Expires Feb. 28, 2026

Paul Harsanyi
(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF _____

ss: _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

ss: _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mattern
Construction, Inc. as Principal, and Great Midwest Insurance Company

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of Ten Percent of Bid Amount (10% of Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 19th day of July, 2022

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the ADA Entrance Improvements for the Waterford Police Dept.

NOW, THEREFORE,

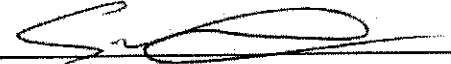
- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

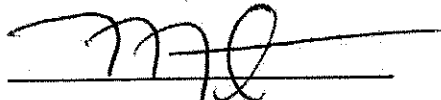
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Mattern Construction, Inc.

 (L.S.)

(Surety) Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

By:



Michael F. Metayer
Attorney-in-Fact

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint
MICHAEL F. METAYER, LISA KURTZ, ANNE SHATTUCK

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of Indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

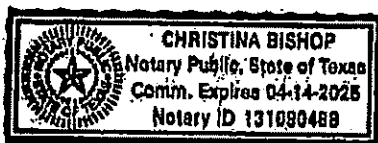
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of July, 2022



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any material false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

END OF SECTION

FIFTEEN ROPE FERRY ROAD

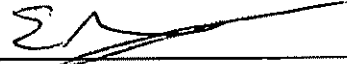


WATERFORD, CT 06385-2886

TOWN OF WATERFORD NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:	<u>19 July 2022</u>
Name of Company:	<u>Mattern Construction, Inc.</u>
Name and Title of Agent:	<u>Eric Mattern, Vice President</u>
By (SIGNATURE):	<u></u>
Address:	<u>26M Bushnell Hollow Road</u>
	<u>Baltic, CT 06330</u>
Telephone Number:	<u>860-822-8457</u>

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: Eric Mattern, Vice President

Company name: Mattern Construction, Inc.

Address: 26M Bushnell Hollow Road, Baltic, CT 06330

Phone: 860-822-8457

Email: info@matternconstruction.com

ESTABLISHED: June 1987

(Month) (Year)

State of Connecticut Contractor License # MCO.0902135
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual

B) Partnership

C) Corporation

D) LLC

E) Other _____

(Specify if Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)
NOT APPLICABLE

YEARS OF WORK IN RELATED FIELD:

(Described Any Related Work)

35 years as General Contractors and Construction Managers

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? YES Yes/No If "Yes", please explain for what parts of project:

Electrical, Aluminum storefronts, Fire protection, Flooring, painting

Please list all Subcontractor Name(s) and License # (s):

Cluffs, Inc. M Brett Painting Co. Inc.

New England Glass and Mirror Co.

Maynard Electric, LLC -License # ELC.0123415-E1

Elite Fire Protection--License # FRP 0041502-F1

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor/bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

19 July 2022

Date

Eric Mattern

Signature

Vice President

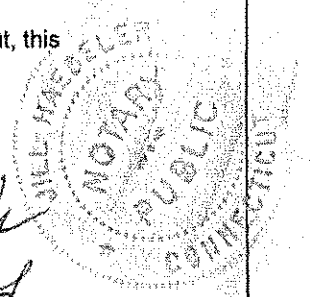
Title

Subscribed and sworn to before me at Baltic, Connecticut, this

19

Day of July 2022

Jul Haesler
Notary



My Commission Expires Feb. 28, 2026

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR: (1) The number of employees 35
- (2) Completed this form within one year _____ Yes ☒ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

Mattern Construction, Inc.
26M Bushnell Hollow Road
Baltic, CT 06330

TYPE OF BUSINESS

General Contractors and Construction Managers

TYPE OF ORGANIZATION

☒ Corporation _____ Partnership _____ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

NOT APPLICABLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Byrnes Agency, Inc. - Norwich 6 Consumers Avenue Norwich CT 06360-7521	CONTACT NAME: Sheri King, CIC	PHONE (A/C No. Ext.): (860) 886-5498	FAX (A/C No.): (860) 859-5075
	E-MAIL ADDRESS: sking@byrnesagency.com		
INSURED Mattern Construction, Inc. 26 Bushnell Hollow Rd Baltic CT 06330-1363	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Hiscox Insurance Company		10200
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Cert ID 24899

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		EPP 0600477	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		EPP 0600477	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		EPP 0600477	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	EWC 0600482	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		EPP0600477	01/01/2022	01/01/2023	Leased/Rented \$ 25,000
B	Professional Liability		ANE4690282.22	01/06/2022	01/06/2023	Contractors Pollution \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY
DO NOT ALTER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sheri King

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**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

MATTERN CONSTRUCTION INC
26M BUSHNELL HOLLOW RD
BAL TIC, CT 06330-1424

Email on file to be used for receiving all notices from this office:

jillb@matternconstruction.com

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION

Be it known that

MATTERN CONSTRUCTION INC

26M BUSHNELL HOLLOW RD
BAL TIC, CT 06330-1424

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0902135

Effective Date: 07/01/2022

Expiration Date: 06/30/2023

verify online at www.elicense.ct.gov



Michelle Seagull, Commissioner

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Mattern Construction, Inc.

26M Bushnell Hollow Road, Baltic, CT 06330

As a

Prequalification Construction Contractor
February 7, 2022 through February 6, 2023

CONTACT INFORMATION

Name: Eric Mattern
Phone: 8608228457 ext. 21
Fax: 8608868091
Email: ericm@matternconstruction.co
m

Name: George J. Mattern
Phone: (860) 822-8457 ext. 11
Fax: (860) 886-8091
Email: georgem@matternconstruction.com

Effective Date 2/7/2022
Aggregate Work Capacity (AWC) \$15,000,000.00
Single Limit (SL) \$10,000,000.00
Classifications
GENERAL BUILDING
CONSTRUCTION (GROUP C)

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies

Mattern Construction, Inc.

26M Bushnell Hollow Road Baltic CT 06330

As a

Small Business Enterprise

August 03, 2020 through August 03, 2022

Owner(s): George Mattern

Contact: Eric Mattern

E-Mail: ericm@matternconstruction.com

Telephone: 8608228457 Ext: 21

FAX: 8608868091

Web Address: www.matternconstruction.com

****Affiliate Companies:** ALL RECORDS STORAGE, LLC; BROADBROOK VALLEY, LLC; G&E MATTERN, LLC; J&D EMBROIDERING, LLC; MATQUIP, LLC; MATTWOOD, LLC; MEDCLEAN, LLC; RIVERBEND REALTY, LLC; ROUND HILL, LLC; STOCKHOUSE, LLC

Meg Yetishelsky

Supplier Diversity Director

W. Mattern

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

SPECIFICATIONS & BID FORM
FOR

ADA Entrance Improvements
Police Station
TOWN OF WATERFORD, CONNECTICUT

BID OPENING

DATE: July 19 2022

TIME: 2:00 p.m

PLACE: 15 Rope Ferry Waterford CT, 06385

BOARD OF SELECTMAN

Robert J. Brule, First Selectman
Jody Nazarchyk, Selectwoman
Elizabeth Sabilia, Selectwoman

Rawle Dummett, Purchasing Agent
Finance Department
Town of Waterford, Connecticut

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ADVERTISEMENT FOR BIDS

ADA Entrance Improvements
Police Department
TOWN OF WATERFORD, CONNECTICUT
TOWN OF WATERFORD, CONNECTICUT
(Owner)

Sealed bids for ADA Entrance Improvements – Police Department replacement will be received by the Purchasing Agent of the Town of Waterford at the Waterford Town Hall, 15 Rope Ferry Road, Waterford, CT 06385 until **2:00 p.m.**, prevailing time, on **July 19 2022** and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for “ADA Entrance Improvements – Police Department” A **mandatory Site Inspection scheduled on June 27, 2022 at 2:00 p.m.. 41 Avery Lane Waterford CT. 06385**

Any bid may be withdrawn prior to the above scheduled time for opening of bids. Any bid received after the time and date specified will be returned unopened.

Contract documents, including Plans and Specifications, may be downloaded from the following locations at no cost. The Town will not provide printed bid documents or pay for any printing costs associated with the bid documents.

<https://www.waterfordct.org/purchasing/pages/bids-vendors>
<https://portal.ct.gov/>

Each bidder is responsible for checking these websites to determine if any addenda have been issued to the Information for Bidders and/or Contract Documents, and if so, to complete its response in accordance with the Information for Bidders and/or Contract Documents as may have been modified by any such addenda.

The Town of Waterford reserves the right to waive any formalities or to reject any or all bids.

Each bidder must deposit, with his bid, security in the form of bid bond or certified check subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

RAWLE DUMMETT
Purchasing Agent
Town of Waterford, Connecticut

The Town of Waterford is an Equal Opportunity/Affirmative Action Employer.

INFORMATION FOR BIDDERS

1. Sealed Bids
2. Method of Award
3. Bid Schedule
4. Arithmetic Discrepancies
5. Bid Security
6. Qualifications of BIDDER
7. Identity of SUB-CONTRACTORS
8. Bonds
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10. Insurance
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12. Obligation of Bidder
13. Damages for Failure to Enter into Contract
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15. Time of Completion and Liquidated Damages
16. Addenda and Interpretations
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18. Retainage (Also refer to section 9)
19. Laws and Regulations
20. List of Utilities in the Area
21. Sales Tax
22. Site Investigation and Conditions Affecting the Work
23. Permits
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27. Unbalanced Bids
28. OSHA Violations
29. Enumeration of the Proposed Contract Documents

**TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS**

1. Sealed bids (one ORIGINAL & TWO copies) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut; and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
11. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.

12. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
13. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
14. IF APPLICABLE the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
15. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
16. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.

INFORMATION FOR BIDDERS

1. Sealed Bids

Sealed bids for ADA Entrance Improvements – Police Department will be received by the Purchasing Agent of the Town of Waterford at the 15 Rope Ferry Road, Waterford, CT until **2:00 p.m.** prevailing time on **July 19, 2022**, and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for “ADA Entrance Improvements –Police Department”.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified will be returned unopened.

2. Method of Award

The Town of Waterford intends to award the contract to the lowest responsible bidder. The Town reserves the right to reject any and all bids and to award each contract to the bidder who is most responsive to the interests of the Town.

If the lowest bid submitted by a responsible bidder does not exceed the amount of funds made available by the State and Federal Agencies, the contract will be awarded on the basis of base bid. If such bid exceeds such amount, the Owner may reject all bids or award the contract on the basis of the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid that produces a net amount which is within the available funds. (Refer to Bid Forms for additional information.)

3. Bid Schedule

Bids must be made on these forms and returned intact. Bidders will state both in writing and in figures, in ink or typewritten, the proposed price for each separate item of the work called for in the bid schedule, by which prices will be compared. If any price is omitted, the blank shall be filled with the highest price named by any bidder for that item or the bid may be rejected. Alterations and erasures must be initialed by the signer.

4. Arithmetic Discrepancies

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern.

3. Apparent errors in extension of unit prices will be corrected.
 4. Apparent errors in addition of lump sum and extended prices will be corrected.
- B. For the purpose of bid evaluation, the Town will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

5. Bid Security

If the total amount of the bid submitted exceeds \$50,000, or if the bid contains any add alternates and the combination of the base bid plus all add alternates exceeds \$50,000, then the bid must be accompanied by a CERTIFIED CHECK or a BID BOND, signed by a responsible Surety, in the amount of 10% of the total amount of the tendered bid and made payable to the order of the Town of Waterford. All bid checks or bonds, except those of the lower three (3) bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the Town of Waterford until one of the lower three (3) bidders signs the contract or until all bids are rejected; however, in no case will the bid check or bond be retained for more than 90 days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

If the total amount of the bid (or base bid plus alternates) submitted is \$50,000 or less, then no bid security is required.

The Bid Bond and Surety's Letter of Intent must be provided by a Surety Company that meets all of the following qualifications as of the date of bid.

- A. Licensed to do business in the State of Connecticut
- B. Listed on the current U. S. Treasury "T" List
- C. Rate A- or better by A. M. Best

6. Qualifications of BIDDER

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry

out the obligations of the CONTRACT and to complete the work contemplated therein. Conditional bids shall not be accepted. Any CONTRACTOR, who is in litigation or arbitration with the Town at the time of the bid opening, or prior to the execution of the CONTRACT, may be considered an unacceptable BIDDER and may be disqualified.

7. Identity of SUB-CONTRACTORS

If any portion of the work is to be performed by persons or entities not considered to be part of the bidder's own forces, the successful bidder shall, upon notification of the award of a contract, furnish a written list of such other persons or entities and a description of the work to be performed by them. If requested by the Owner, the successful bidder shall be required to establish, to the satisfaction of the Owner, the reliability and responsibility of such Sub-Contractors.

8. Bonds

A. **Performance Bond**

If the total bid price for the project exceeds **\$50,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$50,000, then either of the following is required:

1. The Contractor shall furnish a bond covering faithful performance of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U. S. Treasury "T" list, and rated "A-" or better by A. M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Performance Bond, a security in a form acceptable to the Town (for example, letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified and current copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$50,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

B. Payment Bond

If the total bid price for the project exceeds **\$100,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$100,000, then either of the following is required:

1. The Contractor shall furnish a bond covering payment of obligations arising under the terms of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U.S. Treasury "T" list, and rated "A-" or better by A.M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Payment Bond, a security in a form acceptable to the Town (for example, a letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the Agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$100,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

If the total bid (or base bid plus alternates) for the project is \$100,000 or less, then in lieu of providing any security listed in Section 8.B, the Contractor can elect to substitute the following:

Provide certified lien waivers from each supplier and sub-contractor affirming that they have been paid for work and materials for which previous payment applications were issued by the Owner and payments received by the Contractor.

9. Non-Resident Contractor Guarantee Bonds

A Non-Resident Contractor is required to post a Guarantee Bond (for AU766) or Cash Bond (form AU-72) with the State of Connecticut Department of Revenue Services (DRS) in the amount of 5% of the total contract price. This Bond will secure payment for applicable taxes payable to the State related to this Project. The State will issue a Certificate of Compliance once an acceptable bond has been submitted by the Non-Resident Contractor. This Certificate of Compliance must be provided by the Contractor to the Town prior to the release of the first progress payment under the Contract, or the Town must remit 5% of the total contract value directly to the State. This 5% is in addition to the Project retainage.

Special Notice SN2012(2), published by the State of Connecticut Department of Revenue Services, details the procedures and requirements regarding the Guarantee Bond or Cash Bond. The Special Notice and bond forms can be obtained at the State of Connecticut Department of Revenue Services webpage, www.ct.gov/DRS.

10. Insurance

The Contractor must provide a CERTIFICATE OF INSURANCE as specified in the General, Supplementary Conditions and Special Provisions sections.

11. Receipt of Bonds & Insurance Certificates Prior to Signing Contract

The Contractor to whom the contract shall be awarded must file the requisite BONDS and CERTIFICATE OF INSURANCE as specified and any other forms and documents required by the specifications prior to signing of the contract, and within 7 days from the date of receipt of notification of said award.

12. Obligation of Bidder

Bidders, if requested, must be able to present evidence satisfactory to the Purchasing Agent that they have been regularly engaged in the business of constructing such work as they propose to execute, and that they are fully prepared with the necessary capital, materials, and equipment to conduct the work to be contracted for, and to begin it promptly when ordered.

Prior to submitting his bid, the bidder must inspect the site and thoroughly read all plans, specifications and bid and contract documents. The failure or omission of any bidder to examine any form, instrument or document and to thoroughly examine the site shall in no way relieve any bidder from any obligations in respect to his bid.

13. Damages for Failure to Enter into Contract

The party to whom the CONTRACT is awarded will be required to execute the CONTRACT within thirty (30) calendar days from the date when Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT, the OWNER may at his option, consider the BIDDER in default, in which case the bid security accompanying the proposal shall become the property of the OWNER as liquidated damages and not as a penalty.

14. Execution of Contract and Notice to Proceed

The OWNER within 15 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT signed by the party to whom the CONTRACT was awarded shall sign the CONTRACT and return to such party an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the CONTRACT by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT, whereupon it shall become null and void and all rights and obligations created thereunder shall be extinguished.

15. Time of Completion and Liquidated Damages

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed from the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion during the working hours as specified in the General Conditions of the work to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the work embraced in this CONTRACT shall be commenced on a date to be specified in the "Notice to Proceed".

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the

completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT, to pay to the OWNER the amount specified in the Information for Bidders, not as a penalty but as liquidated damages for such breach of CONTRACT as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completion of the work.

The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this CONTRACT. The CONTRACTOR shall not be in default when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the State or Federal Government
- B. To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

The CONTRACTOR shall, within ten (10) days from the beginning of any such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the CONTRACT, notify the OWNER, in writing, of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

16. Addenda and Interpretations

All questions about the meaning or intent of the Contract Documents are to be directed to the Town's Purchasing Agent. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda will be issued to modify the Bidding Documents as deemed advisable by the Owner.

17. Substitution Clause

Wherever in the Plans and Specifications any item of equipment or material is designed by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the OWNER, may be substituted by the BIDDER or the CONTRACTOR.

18. Retainage

The Town of Waterford reserves the right to retain 5% in addition to the other retainages required, of the final contract price for a period not to exceed six (6) months from the date of final acceptance of the project.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

20. List of Utilities in the Area

Attention is called to the fact that the following Utility Companies have facilities in the area: The Connecticut Light and Power Company dba Eversource Energy, The Southern New England Telephone Company dba Frontier Communications of Connecticut, Comcast of Connecticut, Inc., City of New London Department of Public Utilities – Water and Sewer, and Waterford Water Pollution Control Authority.

Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

The Contractor should acquaint itself with and adhere to the regulations of those utilities which are in the area of this Contract.

When requested by the Contractor, all underground utilities will be located and marked on the surface by the controlling utility company at no cost to him. Contractor will be responsible for notifying the Utility clearinghouse, "Call-Before-You-Dig" 48 hours prior to any excavation, to allow for the location of the existing utilities by controlling Utility Company.

21. Sales Tax

Under the terms of the regulations referring to CONTRACTORS and SUBCONTRACTORS, issued by the STATE TAX COMMISSION in administration of the STATE Sales and Use Tax, to which the BIDDER is referred, the CONTRACTOR may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

22. Site Investigation and Conditions Affecting the Work

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:
 - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2. The availability of labor, water, electric power, and roads;
 - 3. Conditions at the site;
 - 4. The conformation and conditions of the ground; and
 - 5. The character of equipment and facilities needed preliminary to and during work performance.
- B. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town, as well from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Town.
- C. The Town assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Town. Nor does the Town assume responsibility for any understanding reached or representation made concerning conditions, which can affect

the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.

- D. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

23. Permits

The Contractor must obtain all necessary construction and building permits.

24. Work Area

Construction will be confined to the immediate work area only. Trespass on property other than Town property or easements acquired by the Town for the project will be by written permission of the property owner only.

25. Change Orders

Any deviations from, additions to, or deductions from either scope of work or contract price shall be submitted by the Contractor to the Town in the form of a contract change order. The Town must approve this contract change order before said deviations, additions, or deductions shall be enacted. The specific procedures applicable to change orders are set forth in the General Conditions of the Contract Documents.

Further, all changes in scope of work involving unit price items shall be governed by the unit price indicated by the Contractor on the Base Bid Form.

26. Wages

Bidder is directed to the Supplementary Conditions of the Contract Documents for wage rate scales and legislation applicable to this contract.

27. Unbalanced Bids

An unbalanced bid is one in which the contractor's unit prices are:

- a. Significantly higher or lower than the Engineer's estimate.
- b. "Front loaded" so contractor receives a disproportionate payment for work done during the early stages of a project.
- c. Token bid prices (i.e. penny unit bids).

While it is often impossible to designate precisely the dividing line between a balanced bid and an unbalanced bid, contractors should be aware that the Town may regard the unbalancing of a bid as so extreme, undeniable, or detrimental to the interests of the Town that it may question the contractor about the apparent unbalancing of the bid proposal, and, if the contractor cannot provide a satisfactory explanation of the apparent unbalancing, and if the Town's assessment of the risk to itself is unacceptable, reject the bid as nonresponsive.

28. OSHA Violations

In accordance with Connecticut General Statute Section 31-57b, no contract shall be awarded to a bidder if it is determined that the bidder (person or firm) has been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) year period preceding the date of bid opening.

29. Enumeration of the Proposed Contract Documents

Copies of the proposed Contract Documents have been made available to the bidder and consist of the documents enumerated below. The successful bidder selected by the Town shall be expected to enter into the contract documents with the Town. If a bidder is unwilling or unable to meet any of the contract terms, the bidder must disclose that inability or unwillingness in its proposal and the reason(s) therefore. The Town reserves the right to modify or include other provisions in its contracts as the Town, in its sole discretion, deems necessary or advisable.

- A. Form of Contract
- B. AIA Document A201-2017, General Conditions of the Contract for Construction, unless otherwise stated below, as amended (the "General Conditions");
- C. Supplementary Conditions
- D. Special Provisions
- E. Drawings

PROPOSAL
ADA Entrance Improvements
Police Department
Town of Waterford

Proposal of _____ hereinafter called
"BIDDER"

*a corporation of the State of

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 150 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:

_____ dollars
(\$_____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

LUMP SUM PROPOSAL

ADA Entrance Improvements
Police Department
WATERFORD, CONNECTICUT

BIDDER:

NAME

ADDRESS

To: Rawle Dummett, Purchasing Agent

Project: **ADA Entrance Improvements – Police Department**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$ _____

(written figure)

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: _____ years.
 2. Ever failed to complete any work?
 3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.
 - a. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
 - b. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
 - c. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
 4. Bank Reference/Phone# _____
-

This firm consists of the following members:

Full Name

Residence

_____	_____
_____	_____
_____	_____

The officers are:

Full Name

Residence

President: _____

Treasurer: _____

Directors: _____

Respectfully Submitted:

SEAL: (If bid is by a Corporation)

(Firm Name)

By: _____
(Signature)

(Typed Name and Title)

(Business Address)

(Telephone)

(Fax)

(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE _____ OF _____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20__

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

(Surety)

By:

SEAL:

TOWN OF WATERFORD
ADA Entrance Improvements
Police Department

This Contract is entered into this ____ day of _____, 20____, between the TOWN OF WATERFORD, hereinafter called the TOWN and _____ hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled _____ in accordance with the contract documents which consist of the Instructions to Bidders, the Proposal, General, Supplementary and Special Conditions, plans and specifications and all other documents attached hereto which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good construction practice and furnish the completed project to the TOWN in a good and usable condition.

The TOWN agrees that it will pay the CONTRACTOR as specified in the Specifications and the Proposal, and upon satisfactory completion of the work, it will accept the project. After completion of the project, and acceptance by the TOWN the CONTRACTOR shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the TOWN, the TOWN shall pay 95% of the Contract price. No later than six (6) months after acceptance of the final estimate, the TOWN will pay the 5% retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

The total payment will be

(\$ _____).

Signed at Waterford, Connecticut this ____ day of _____, 20____

For the CONTRACTOR

FOR TOWN OF WATERFORD

First Selectman

Director of Finance

Purchasing Agent

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond # _____

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(corporation, partnership or individual)

_____, of _____, State of _____,
(Surety)
hereinafter called "Surety" are held and firmly bound unto _____,

of _____, hereinafter called "Owner", in the penal sum of _____ (Owner)

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke consumed, repairs on machinery, equipment and tools, or insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the provisions of Sec. 49-41a of the Connecticut General Statutes are incorporated herein and made a part hereof. Any provision of this bond contrary to such statutory provisions shall not be enforceable.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

By

Principal
(S)

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

By

Surety
(S)
Attorney-in-Fact

(SEAL)

(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(corporation, partnership or individual)
_____ of _____, State of _____,
(Surety)
hereinafter called the "Surety", are held and firmly bound unto _____
(Owner)
of _____, hereinafter called "Owner", in the penal sum of
_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered in a certain contract with the Owner, dated the
_____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms,
conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the
Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for such value received hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to the work shall in any way affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts,
each of which shall be deemed an original, this the _____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

By _____ (S)

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

By _____ (S)
Attorney-in-Fact

(SEAL)

(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

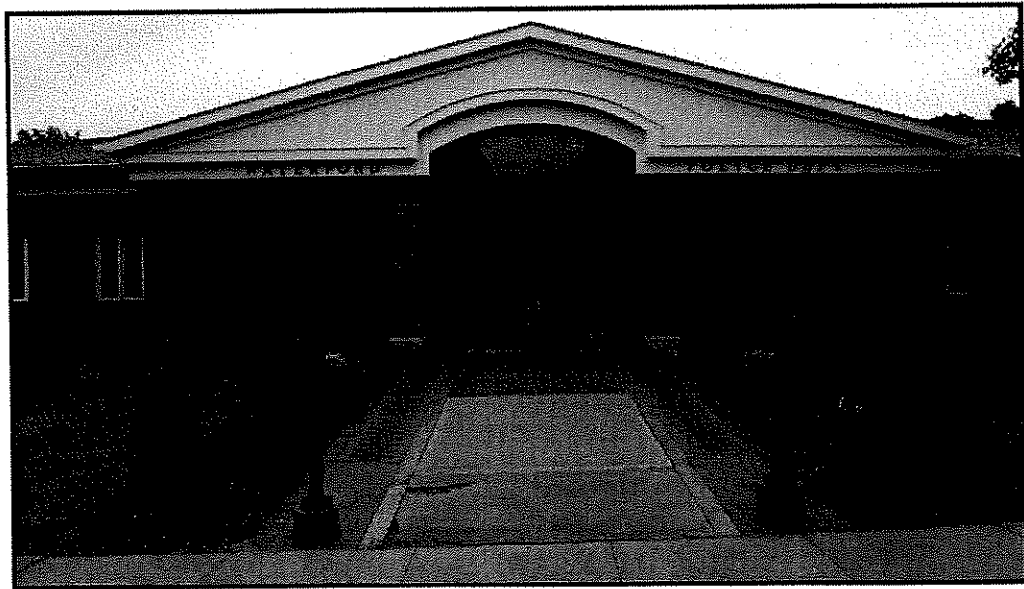
NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CONTRACT DOCUMENTS GENERAL CONDITIONS
[A201]
(see separate section)

Technical Specifications

ADA Entrance Improvements Waterford Municipal Police Station Facility Waterford, Connecticut

Project No. 21-07



Owner:

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Architect:

Martin A. Benassi, AIA - Architect LLC
Two Broadway
Hamden, CT 06518

Engineer:

Lenard Engineering, Inc.
2210 Main Street
Glastonbury, CT 06033

Date:

January 24, 2022

CONSTRUCTION DOCUMENT - BID SET

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TECHNICAL SPECIFICATIONS

DIVISION 2 - SITE	
Section 02 41 00 - Selective Demolition	1 - 3

DIVISION 3 - CONCRETE	
Section 03 30 00 - Cast-In-Place Concrete.....	1 - 7

DIVISION 6 - WOOD	
Section 06 10 53 - Miscellaneous Rough Carpentry.....	1 - 6

DIVISION 7 - THERMAL AND MOISTURE PROTECTION	
Section 07 21 13 - Board Insulation.....	1 - 3
Section 07 21 16 - Blanket Insulation.....	1 - 4
Section 07 92 00 - Joint Sealant	1 - 3

DIVISION 8 - OPENINGS	
Section 08 43 13 - Aluminum Framed Storefronts	1 - 9

DIVISION 9 - FINISHES	
Section 09 21 16 - Gypsum Board Assemblies	1 - 4
Section 09 65 19 - Resilient Tile Flooring	1 - 4
Section 09 91 00 - Painting	1 - 9

DIVISION 15- MECHANICAL	
Specifications on Drawing.	

DIVISION 16- ELECTRICAL	
Specifications on Drawing.	

END OF SECTION 00 01 10

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes removal of selected items as noted on the Drawings and needed to complete the scope of Work intended including, but not limited to:
1. Concrete sidewalk and earthwork at entrance area;
 2. Lobby interior entrance door and related hardware;
 3. And all other work noted on the Drawings.

1.2 RELATED WORK

- A. Section 03 30 00 Cast-in-Place Concrete

1.3 QUALITY ASSURANCE

- A. Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of the General Conditions.

1.5 TEMPORARY CONTROLS

- A. Every effort must be made to control noise, dust, and debris.
- B. It is recognized that, in certain areas of operation, noise abatement is impracticable. The Contractor shall, however, make every effort to correct inordinately noisy equipment, the correction of which would result from repair, lubrication, or maintenance.
- C. During removals, controlled dampening to reduce dust generation and airborne particulate matter will be permitted.
1. The Contractor will be held fully responsible for water penetration into the building and any damage to finishes and contents resulting therefrom.
- D. Debris, of whatever nature, resulting from the operations of the Work must be contained. Any scattering of other soil on roof, sills, pavings, equipment, vehicles or the like must be thoroughly cleaned up and disposed of each day.
- E. Interior materials have NOT been tested for asbestos, lead or other hazardous compounds. The Contractor is to assume all painted materials scheduled for removal and disposal contain hazardous materials and should be handled accordingly.
1. Contractor is to provide manifest of disposal after completion of project.

1.6 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Building Owner's operations from unauthorized entry, vandalism, or theft.

- B. Coordinate with Building Owner's security program.

PART 2 - PRODUCTS

2.1 BARRIER

- A. Provide Zipwall dust barrier including all related fasteners, magstrips, steel framing, walk-off mats, etc. www.zipwall.com

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Contractor is to coordinate the Work of this Section with all other trades prior to any demolition.

3.2 DEMOLITION

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.
- B. In company with the Building Owner, visit the site and verify the extent and location of selective demolition required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place and intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
 - 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction, if applicable.
 - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 - 3. In all activities, comply with pertinent regulation of governmental agencies having jurisdiction.
 - 4. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site.
 - 5. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

3.3 REFUSE AND DEBRIS

- A. Contractor shall notify the Building Owner's representative at least 48 hours in advance of exact locations for refuse receptacle areas, chute locations, equipment set-up areas, and the like in order to permit the Owner to make provisions to have these areas available to the Contractor.

1. Contractor is responsible for obtaining all City and State permits with respect to trash receptacles and parking permits required where stored on site.
- B. Contractor has responsibility to dispose of all refuse from the removal work as part of his Contract obligations.

3.4 REPLACEMENTS

- A. In the event of demolition of items not scheduled to be demolished, promptly replace such items to the acceptance of the Architect and at no additional cost to the Client Owner.

3.5 SCHEDULE / SALVAGEABLE MATERIALS

- A. Not applicable.

END OF SECTION 02 41 00

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Contractor shall provide necessary labor, materials, and equipment to complete all concrete work including, but not limited to, installation of new cast-in-place footings, foundation walls, reinforcement, floor slab and other work as shown on Drawings and specified herein.

1.2 RELATED WORK

- A. Section 07 21 13: Board Insulation

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings
- B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ACI 308 - Standard Practice for Curing Concrete.
- D. ACI 3 - Building Code Requirements for Reinforced Concrete.
- E. ASTM C33 - Concrete Aggregates.
- F. ASTM C94 - Ready-mixed Concrete.
- G. ASTM C150 - Portland Cement.
- H. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- I. Connecticut State Building Code.

1.5 SUBMITTALS

- A. Provide shop drawings for curb, foundation, footing and slab construction showing design and layout.
- B. Product Data: For each type of manufactured material and product specified.
- C. Design Mixes: For each concrete mix, include alternate mix designs when characteristics of materials, project conditions, weather, test results or other circumstances warrant adjustments.
- D. Sample - vapor retarder 6"x6"
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements.

- 1. Cementitious materials and aggregates

2. Steel reinforcement and reinforcement accessories
3. Polypropylene microfiber reinforcement
4. Admixtures
5. Curing compounds
6. Bonding agent or adhesive
7. Joint fillers
8. Saltguard treatment

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 "Specification for Structural Concrete" and ACI 117 "Specifications for Tolerances for Concrete Construction and Materials".
- B. Acquire cement and aggregate from same source for all work.
- C. No concrete shall be cast subject to freezing conditions or on frozen ground, unless proper protection and methods are provided.
- D. All concrete work shall be adequately tied together and braced to form true lines, square corners, and plumb walls and pitched to drain.
- E. Concrete shall be set continuously with no cold joints. Material shall be adequately compacted to prevent honeycomb.
- F. Concrete shall be cast on rigid drainage board. Curb surfaces shall be broom finish.
- G. Installer Qualifications: Engage an experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performances.
- H. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94C requirements for production and equipment.
- I. Source Limitations: Obtain each type of class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

1.7 COORDINATION

- A. Coordinate the placement of joint devices, reglets and reinforcement with erection of concrete form work and placement of form accessories.
- B. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

- B. Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal framed plywood, or other approved panel type materials to provide full depth, continuous, straight, smooth exposed surfaces.
1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. Form Release Agent: Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed #4 and #5 see details
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- C. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
- D. Plain-Steel Wire: ASTM A 82/A 82M, galvanized.
- E. Deformed-Steel Wire: ASTM A 496/A 496M.
- F. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, deformed.
- G. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars; zinc coated galvanized after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.
- H. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars.
- I. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- J. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- K. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- L. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating

on reinforcement.

- M. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

- A. Use the following cementitious materials of the same type, brand and source throughout the Project.

1. Portland Cement; ASTM C150, Type I or II.
2. Normal weight aggregate ASTM C33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
 - a. Maximum coarse aggregate size 3/4" nominal

- B. Water: ASTM C 94 potable

2.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- B. Air -Entraining Admixture: ASTM C 260
- C. Water-Reducing Admixture: ASTM C 494, Type A
- D. High Range, Water Reducing Admixture: ASTM C 494, TYPE F
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.

2.6 RELATED MATERIALS

- A. Expansion and Isolation Joint Filler Strips: ASTM D 1752, cork or self expanding cork.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Salt Guard/Water Repellent and Protection: Consolideck Saltguard WB - deep penetrating water and salt barrier for concrete.

2.7 VAPOR RETARDERS

- A. Plastic vapor retarder ASTM E 1745, Class A including manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Vapor Retarders (Underslab): Fortifiber® / Moistop Ultra® 10 Underslab Vapor Retarder, a

10-mil polyolefin manufactured from ISO certified virgin resins.

1. Types - Premium: Fortifiber® /Moistop Ultra® 10.
2. Reference Standard: ASTM E 1745-97 Class A (premium);
3. Puncture Resistance: 3800 grams (premium), ASTM D-1709.
4. Water Vapor Permeance: less than .02 perms (premium), ASTM F-1249/ASTM E-96.

2.8 CONCRETE MIXES

- A. Prepare design mixes. Proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Footings: Proportion normal-weight concrete mixture as follows:
 1. Minimum compressive strength: 3,000 psi at 28 days
 2. Maximum water cementitious material ratio: 0.45
 3. Slump limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture plus or minus 1 inch.
 4. Air content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4 inch nominal maximum aggregate size.
- C. Foundation walls: Proportion normal-weight concrete mixture as follows:
 1. Minimum compressive strength: 3,000 psi at 28 days
 2. Maximum water cementitious material ratio: 0.45
 3. Slump limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture plus or minus 1 inch.
 4. Air content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4 inch nominal maximum aggregate size.
- D. Slab-on-grade: Proportion normal-weight concrete mixture as follows:
 1. Minimum compressive strength: 4,000 psi at 28 days
 2. Minimum cementitious material content: 540 lb/cu yd
 3. Slump limit: 4 inches for concrete plus or minus 1 inch.
 4. Air content: Do not allow air content of troweled finished floors to exceed 3 percent
- E. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 1. Air Content: 6.0 percent for 1-inch maximum aggregate.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116:
 - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1 ½ hours to 75 minutes; when air temperature is above 90 deg F reduce mixing time and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions and removals of existing grade have been completed and concrete forms have been installed along with reinforcement placed and inspected prior to pouring of any concrete.

3.2 FORMWORK

- A. Design, erect, shore, brace and maintain formwork according to ACI 301 to support vertical, lateral, static and dynamic loads and construction loads that might be applied until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated within tolerance limits of ACI 117. Construct forms tight enough to prevent loss of concrete mortar.
- C. Limit concrete surface irregularities to 1/8" for smooth-formed finished surfaces and 1/4" for rough-formed finished surfaces.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces.

3.3 PREPARATION

- A. Verify waterproofing has been installed and tested for water tightness prior to work under this section.
- B. Install expansion joints in 30 foot lengths along entire perimeter of curb.
- C. Verify rigid insulation has been installed around perimeter and under slab of building per details.

3.4 VAPOR RETARDERS

- A. Ensure items which pass through membrane are properly and rigidly installed, substrate is free of projections and irregularities which may be detrimental to proper installation of membrane.
- B. Apply membrane in accordance with manufacturer's recommendations, laid smooth without folds or bunches of material.
 - 1. Seam Overlap: As recommended by membrane manufacturer for specific membrane material and application indicated.
 - 2. Sealing: Seal edges and items projecting through vapor retarders and vapor barriers.
- C. Inspect and repair membrane prior to application of finish material over membrane; tape

tears, perforations and similar damage.

3.5 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify Construction Manager minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts and formed joint fillers are not disturbed during concrete placement.
- D. Install joint fillers, primer and sealant in accordance with manufacturer's instructions.

3.6 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Ensure proper ventilation throughout curing time. Provide mechanical ventilation as required to keep adequate air circulation and prevent condensation from occurring on interior surfaces.

3.7 PATCHING

- A. Allow Construction Manager to inspect concrete surfaces immediately upon removal of forms.
- B. Excess honeycomb or embedded debris in concrete is not acceptable. Notify Construction Manager upon discovery. Use rubbing method to remove form marks.
- C. Patch imperfections as directed in accordance with ACI 301.

3.8 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Concrete curbs and sidewalks: 4,500 psi 28 day concrete
 - 1. Broom finish all walkways, curbs, and ramps.
- B. Concrete floor slab to receive VCT to be smooth and free of all marks and imperfections that can telegraph through tiles. Follow (ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.)

END OF SECTION 03 30 00

END OF SECTION

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD NON-
COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: _____

Company name : _____

Address: _____

Phone: _____ Email: _____

ESTABLISHED: _____

(Month) (Year)

State of Connecticut Contractor License # _____
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____

(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD:

(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

Date

Signature

Title

Subscribed and sworn to before me at _____, Connecticut, this

Day of _____ 20 ____.

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees _____
- (2) Completed this form within one year _____ Yes _____ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

TYPE OF BUSINESS

TYPE OF ORGANIZATION

_____ Corporation _____ Partnership _____ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Installation of miscellaneous blocking, bridging, bracing, anchorage, connection hardware, wood framing and trim as indicated on the Drawings, specified herein, and needed for a complete and proper installation.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.3 QUALITY ASSURANCE

- A. Lumber grading rules and wood species to be in conformance with products standards, PS 1 and PS 2.
- B. Grading Rules of following associations apply to materials furnished under this Section:
1. Southern Pine Inspection Bureau (SPIB).
 2. West Coast Lumber Inspection Bureau (WCLIB)
 3. Western Wood Products Association (WWPA)
- C. Grade Marks:
1. Identify lumber of official grade mark. Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, specie or species grouping or combination designation, rules under which graded & where applicable, and condition of seasoning at time of manufacture.
- D. Reference Standards:
1. American Society for Testing and Materials (ASTM):
 - a. D1761-88 Standard Test Methods for Mechanical Fasteners in Wood.
 - b. A 153-82 Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 2. American Wood Preserves Bureau (AWPB), LP-2, Standard for Softwood Lumber, Timberland Plywood Pressure Treated Waterborne Preservations for Above Ground Use.
 3. Federal Specifications (FS):
 - a. FF-B-575C, Bolts, Hexagon and Square.
 - b. F-N-105B (3) INT AMD 4, Nails, Brads, Staples and Spikes: Wire, Cut, and Wrought.
 - c. FF-S-85C (1), Screw, Cap, Slotted and Hexagon Head.
 - d. FF-S-107C (2), Screws, Tapping, and Drive.

- e. FF-S-11D, Screw, Wood.
- 4. National Forest Products Association (NFPA):
 - a. Working Stresses for Joists and Rafters.
 - b. Wood Structural Design Data.

1.4 SUBMITTALS

- A. Indicate species and wood grades, component profiles, bearing and anchor details, bridging and bracing, framed openings, drilled holes, fasteners, connectors, erection details and sequence, and field splices.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Immediately upon delivery to the job site, place materials in an area protected from weather. Coordinate with Owner for storage space assignment before delivery is expected.
- B. Store materials a minimum of 5-inches above grade or floor on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation.
 - 1. Polyethylene or other impervious films may not be used. Woven tarpaulins, or other "non-sweating" coverings are required.
- C. Do not store seasoned materials in wet or damp locations.
- D. Underlayment should be stored flat.
 - 1. Support the panels by stacking on four foot long 2" x 4" runners spaced evenly at least every sixteen inches.
 - 2. Underlayment must be stacked squarely on the 2" x 4" runners to avoid warping or distortion of the panels.
 - 3. Underlayment should always be stored indoors protected from rain, snow, extreme temperature and humidity.
- E. Delivery of underlayment to the job site, 24 hours prior to installation, in most cases, to permit ample time for the product to acclimate.

PART 2 - PRODUCTS

2.1 WOOD MATERIALS

- A. Structural Framing:
 - 1. All wood for structural members shall be Douglas Fir #2 - Size as noted on Drawings.
 - a. $E = 1,700,000$ psi
 - b. $F_b = 1,450$ psi
 - 2. Approved as an American National Standard with the designation *ANSI/AF&PA NDS-2005*.

3. All wood in contact with masonry to pressure treated - LP 22
4. Wood Blocking, size as shown on the Drawings. Boards shall be No.3 Common or Standard Grade of Southern Pine, square edged, S4S.
- B. Plywood sheathing, if used, shall be minimum C-D Ext-APA, Size as noted on Drawings.
- C. Trim boards to be clear cedar - paint quality, size as noted on drawings.
- D. MDO board: Medium density overlay panel or MDO panel with a paintable surface made of plywood with a weather-resistant resin overlay bonded to the wood by heat and pressure.
 1. Paintable surface made of plywood with a weather-resistant resin overlay bonded to the wood by heat and pressure.
 2. Board resists water, weather, wear and degradation.
 3. Designed to have a smooth, paint-receptive surface paper
 4. Size: 3/4" 4 ft. x 8 ft. sheets.

2.2 FASTENER AND ACCESSORIES

- A. Rough Hardware shall conform to the following Federal Specifications:
 1. Screws: FF-S-111D, Screws, Wood.
 2. Nails: FF-N-105B (3), Nails, Wires, Brads, and Staples.
 - a. Nails for securing materials with nominal 1-inch thickness or less shall be 8d (2½-inch) Cement or Zinc Coated common nail.
 - b. Nails for securing members between nominal 1-inch thickness and nominal 2-inch thickness shall be 10d (3-inch) Cement or Zinc Coated Common Nail.
 - c. Nails for securing joist hangers shall as follows:
 - 1) Headers; 8 - 10d common (9 ga. X 1 1/2")
 - 2) Joists; 4 - 10d common (9 ga. X 1 1/2")
- B. Fasteners for securement to masonry shall be TAPPERS as produced by Powers Fasteners, 2 Powers Square, New Rochelle, NY 10801.
 1. Fasteners shall be long enough to penetrate the masonry or concrete not less than 1-inch.
- C. Expansion anchors for securement to masonry shall be Loc-Bolt as produced by Power Fasteners, 2 Powers Square, New Rochelle, NY 10801.
 1. Fastener shall be a pre-assembled, single unit sleeve anchor made of stainless steel with proper washer and nut attached. size: ½" x 6" lg.
- D. Adhesive for wood products:
 1. Loctite® PL Premium Construction Adhesive; one component, polyurethane based, moisture curing adhesive by Henkel Corporation, Rocky Hill, CT.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify that supports and openings are ready to receive trusses.
- C. Verify sufficient bearing surface area.

3.2 WORKMANSHIP

- A. Produce joints which are tight, true, and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.
- B. Selection of lumber pieces:
 - 1. Carefully select the members.
 - 2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
 - 3. Cut out and discard defects which render a piece unable to serve its intended function.
 - 4. Lumber may be rejected by the Architect/Engineer whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- C. Do not shim any framing component.

3.3 GENERAL FRAMING

- A. General:
 - 1. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
 - 2. Set horizontal and sloped members with crown up.
- B. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance by the Engineer.
- C. Bearings:
 - 1. Make bearings full unless otherwise indicated on the Drawings.
 - 2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
 - 3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

D. Blocking:

1. Provide wood blocking within wood stud wall framing system where required for support and anchoring of railings, brackets, doors, and miscellaneous equipment.

3.4 ALIGNMENT

- A. On framing members to receive a finished surface, align the finish subsurface to vary not more than 1/8" from the plane of surfaces of adjacent furring and framing members.

3.5 FASTENING

A. Nailing:

1. Use only common wire nails or spikes of the dimension shown on the Nailing Schedule, except where otherwise specifically noted on the Drawings.
 - a. See Table 2304.10.1 Fastening Schedule - International Building Code (2015)
2. For conditions not covered in the Nailing Schedule provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike, provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.
3. Nail without splitting wood.
4. Prebore as required.
5. Remove split members and replace with members complying with the specified requirements.

B. Bolting:

1. Drill holes 1/16" larger in diameter than the bolts being used.
2. Drill straight and true from one side only.
3. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.

C. Screws:

1. For lag screws and wood screws, pre-bore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.
2. Screw, do not drive, lag screws and wood screws.

3.6 TRIM

- A. Install all trim as shown on details to "Custom Quality". Set all finish nails which will be filled by Painting Sub-Contractor.
- B. Where removals are made, all existing nails will be removed, not driven.

1. In instances where nails have been rusted to the point that the shaft breaks in removal attempts, it will be permitted to drive them.

3.7 CLEANING UP

- A. Keep the premises in neat, safe, and orderly condition at all times during execution of the Work, free from accumulation of sawdust, out-ends, and debris.
- B. Sweeping: At the end of each working day, and more often if necessary, thoroughly sweep surfaces where refuse from this portion of the Work has settled.
 1. Remove refuse to the area of the job site set aside for its storage.
 2. Upon completion of this portion of the Work, thoroughly broom clean all surfaces.

END OF SECTION 06 10 53

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work generally involves the furnishing and installation of rigid insulation board and vapor barrier incidental work necessitated by these operations such other work as may be called for by the Drawings.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03 30 00: Cast-in-Place Concrete

1.3 QUALITY ASSURANCE

- A. Insulation shall meet Class-C fire rating for assembly specified.
- B. American Society for Testing and Materials (ASTM):
1. ASTM E84 - 89a Test Method for Surface Burning Characteristics of Building Materials.
 2. ASTM D2126 - 87 Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
 3. ASTM C236 - 89 Test Method for Steady-State Thermal Performance of Building Assemblies by Means of a Guarded Hot Box.

1.4 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340 and 01341.
- B. Product Data: Provide data on product characteristics, performance criteria & limitations of insulation.
- C. Manufacturer's Instructions: Indicate special environmental conditions and techniques required for installation.
- D. Manufacturer's Certificate: Certify that all products meet or exceed specified requirements.
- E. Samples: 8-inch by 8-inch of rigid type insulation and vapor barrier.

1.5 DELIVERY, HANDLING AND STORAGE

- A. Deliver in manufacturer's original unopened containers with labels intact and legible, indicating name, thermal conductance, production date and/or product code.
- B. Materials must be stored under cover to protect them from the weather, in an area where the temperature is within the limits specified by the manufacturer.
1. Polyethylene films will not be permitted as protective covering for the insulation.
 - a. Should the material be received from the manufacturer protectively wrapped in polyethylene film, this film, if undamaged will be permitted. Should the film have or develop ruptures, tear, or otherwise be damaged, it will be removed and the material otherwise protected.
 - b. When stored outdoors, insulation shall be stacked on pallets or dunnage at least four inches above ground level and covered as outlined above.

2. Tarpaulins, or other "non-sweating" coverings will be used.

1.6 JOB CONDITIONS

- A. Board insulation shall not be installed when weather conditions are such that the substrate is wet or when there is no assurance the insulation will be protected by the end of the day.
- B. Insulation which has been wet or is wet will not be used.

PART 2 - PRODUCTS

2.1 INSULATION

A. MANUFACTURERS

1. Board Insulation:
 - a. The Dow Chemical Company; STYROFOAM™ Brand Square Edge Extruded Polystyrene Foam Insulation conforming to the following:
 - 1) Comply with ASTM C 578-92, Type VI, density 1.8 lb/cu. ft. min., compressive strength 40 psi (ASTM D 1621-73).
 - 2) Thermal resistance: 5-year aged R-values of 5.4 and 5.0 min.
 - 3) Water absorption: Max. 0.3% by volume (ASTM C 272-91).
 - 4) Thickness: 2 inch

2.2 VAPOR RETARDERS

- A. Sheet Seal: ASTM D 4397 polyethylene film reinforced with glass fiber square mesh, clear.
 1. Thickness: 6 mil minimum
 2. Maximum vapor permeability (Perm): 0.05
- B. Tape: Polyethylene self adhering tape, mesh reinforced, 2 inch wide, compatible with sheet material at all penetrations and seams/laps.

2.3 MISCELLANEOUS

- A. Adhesive: type recommended by insulation manufacturer.
 1. Acceptable manufacturer's products: ChemRex, Inc. "Contech Brand PL300 Foam Board Adhesive"

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine substrate and conditions for compliance with requirements for this Section in which substrates and related work are specified and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been completed.
- C. Clean substrates of substances harmful to insulations or vapor retarders, including

removing projections capable of puncturing vapor retarders or of interfering with placement of rigid insulation boards.

3.2 INSTALLATION OF VAPOR RETARDERS

- A. Extend vapor retarder to extremities of areas to be protected from vapor transmission.
- B. Seal overlapping joints/seams in vapor retarders with adhesive or vapor-retarder tape according to manufacturer's instructions. Seal butt joints and penetrations with vapor-retarder tape to create an airtight seal.
- C. Repair any damage or tears in vapor retarder immediately before concealment by other work.

3.3 INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION

- A. On vertical surfaces, set insulation boards in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.
 - 1. If not indicated, extend insulation a minimum of 24 inches below exterior grade line.
 - 2. Apply insulation boards to inside face of exterior foundation walls except where otherwise indicated.
 - 3. Adhere insulation to wall by applying 2" diameter spots of adhesive to insulation boards 16" o.c. both ways.
- B. On horizontal surfaces, coordinate installing floor slab so insulation is not exposed to precipitation or left exposed at the end of the workday.
 - 1. Install 2 layers as required and conform to slab elevation requirements with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
 - 2. Trim surfaces of insulation where necessary at columns, piping and other penetrations so completed surface is flush.
 - 3. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 - a. Cut and fit insulation with 1/4 inch of projections and penetrations.
 - 4. Install insulation under entire slab area of building.

3.4 CLEANING

- A. Daily clean-up and removal from the site of all wrappings, empty containers, loose particles of insulation board, nails, fasteners, discs or plates, and other debris is required.

END OF SECTION 07 21 13

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes, but is not limited to, providing glass fiber thermal insulation where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 09 53 00 Acoustical Ceiling Suspension Assemblies

1.3 QUALITY ASSURANCE

- A. Reference Standards:

1. Insulation shall meet Class-C fire rating for assembly specified.

- B. American Society for Testing and Materials (ASTM):

- | | | |
|-----|-----------------|---|
| 1. | ASTM E84 - 89a | Test Method for Surface Burning Characteristics of Building Materials. |
| 2. | ASTM E 96 | Test Method for Water Vapor Transmission of Materials |
| 3. | E 136 | Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 C. |
| 4. | C 177 | Test Method for Steady State Thermal Transmission Properties by means of the Guarded Hot Plate |
| 5. | C 423 | Test Method for Sound Absorption and the Sound Absorption Coefficient by the Reverberation Room Method |
| 6. | C 518 | Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter |
| 7. | C 553 | Standard Specification for Mineral Fiber Blanket and Felt Insulations |
| 8. | C 612 | Standard Specification for Mineral Fiber Block and Board Thermal Insulation |
| 9. | C 665 | Specification for Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing. |
| 10. | ASTM D2126 - 87 | Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging. |
| 11. | ASTM C236 - 89 | Test Method for Steady-State Thermal Performance of Building Assemblies By Means of a Guarded Hot Box. |

- C. 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

the methods needed for proper performance of the work of this Section.

- D. Upon completion of this portion of the Work, complete and post a certificate of insulating compliance in accordance with pertinent requirements of governmental agencies having jurisdiction.

1.4 SUBMITTALS

- A. Comply with pertinent provisions of Division 1.
- B. Product Data: Provide data on product characteristics, performance criteria & limitations of insulation.
- C. Manufacturer's Instructions: Indicate special environmental conditions and techniques required for installation.
- D. Manufacturer's Certificate: Certify that all products meet or exceed specified requirements.

1.5 DELIVERY, HANDLING AND STORAGE

- A. Deliver in manufacturer's original unopened containers with labels intact and legible, indicating name, thermal conductance, production date and/or product code.
- B. Materials must be stored under cover to protect them from the weather, in an area where the temperature is within the limits specified by the manufacturer.
 - 1. Polyethylene films will not be permitted as protective covering for the insulation.
 - a. Should the material be received from the manufacturer protectively wrapped in polyethylene film, this film, if unruptured or undamaged will be permitted. Should the film have or develop ruptures, tear, or otherwise be damaged, it will be removed and the material otherwise protected.
 - b. When stored outdoors, insulation shall be stacked on pallets or dunnage at least four inches above ground level and covered as outlined above.
 - 2. Tarpaulins, or other "non-sweating" coverings will be used.
- C. All materials shall be stored to comply with fire and safety regulations.

1.6 JOB CONDITIONS

- A. Do not use unfaced insulation in exposed applications where there is potential for skin contact and irritation.
- B. Kraft and standard foil facings will burn and must not be left exposed. The facing must be installed in substantial contact with the unexposed surface of the ceiling, wall or floor finish. Protect facing from any open flame or heat source.
- C. Insulation which has been wet or is wet will not be used.

PART 2 - PRODUCTS

2.1 INSULATION

A. Batt Insulation

1. Owens Corning
Fiberglass Tower
Toledo, Ohio 43659

2. Batt Insulation: Type: Kraft faced glass fiber insulation
complying with ASTM C 665, Type II, Class C.

Thermal Resistance Aged	R 38	R 30	R 25	R 21
Thickness	12"	9 1/2"	8"	5 1/4"
Facing	Kraft			

2.2 MISCELLANEOUS

- A. Provide materials, not specifically described but required for a complete and proper installation of the Work in this Section.
- B. Construction tape; BILD-R-TAPE, UC Industries, Inc.
- C. Adhesive compatible with the insulation being used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the areas and conditions under which work of this section will be installed. Verify that adjacent materials are dry and ready to receive insulation. Verify mechanical and electrical services within walls have been tested and inspected. Verify job site conditions are suitable as planned per Contract Documents.

3.2 INSTALLATION

- A. Comply with manufacturer's instruction for particular conditions of installation in each case.
- B. Between metal studs: Friction fit insulation between studs after cover material has been installed on one side of the cavity. When unfaced insulation is used, and in applications without a cover material or where the stud depth is larger than the insulation thickness, use wire or metal straps to hold insulation in place. When faced insulation is used, the attachment flanges may be taped to the face of metal stud prior to applying the interior finish.
 1. Provide supplementary support to hold the product in place until finish surface is applied when insulation is installed in heights over 8 feet.
 2. Insulation must extend from floor to underside of decking.
 3. Fill all voids solid to ensure there are no gaps.

3.3 VAPOR RETARDERS

- A. Maintain vapor retarder integrity by tightly abutting adjacent insulation. Repair punctures or tears in vapor retarder facing by taping. Follow tape manufacturer's application recommendations.

3.4 CLEANING

- A. Daily clean-up, and removal from the site of all wrappings, empty containers, loose particles of insulation board, nails, fasteners, discs or plates, and other debris is required.

END OF SECTION 07 21 16

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work generally involves installation of new sealant at storefront entrance, door frames, sheet metal flashing and trim and areas shown on the Drawings, and such other Work as may be necessitated by these operations.
- B. Related Work specified elsewhere:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 08 43 13 Aluminum-Framed Storefronts

1.2 QUALITY ASSURANCE

- A. SWI (Sealing and Waterproofers Institute) - Sealant and Caulking Guide Specifications.
- B. FS TT-S-001543 - Sealing Compound, Silicone Rubber Base.

1.3 DELIVERY, HANDLING AND STORAGE

- A. Deliver in manufacturer's original unopened containers with labels intact and legible.
- B. All materials shall be carefully handled and stored to prevent the intrusion of foreign materials, or exposure to temperatures exceeding 95 degrees F. (35 degrees C).

1.4 JOB CONDITIONS

- A. Joints shall be prepared as recommended by the manufacturer of the materials being used.
- B. Surfaces to which sealant is to be applied shall be dry, free from dust, oil, grease, loose particles or other deleterious materials which would reduce adhesion.
- C. Follow manufacturer's recommendations concerning weather limitations.
- D. Provide adhesion test by manufacturer at various locations representing different surface conditions.

1.5 GUARANTEE

- A. Contractor is to guarantee all work against defects in materials and workmanship for a period of three (3) years following final acceptance of the Work.

PART 2 - PRODUCTS

2.1 BACKER ROD

- A. Backer rod for joints shall be closed cell polyethylene foam rod or open cell polyurethane foam rod sized to fit joint width.
- B. Bond breaker tape is to be as recommended by sealant manufacturer to suit application. Size to fit joint width.

2.2 SEALANT

- A. Masonry, metal and glass: A one-part silicone high-performance glazing and weatherproofing sealant/adhesive, non-sagging, non-staining, non-bleeding, color to match adjoining surfaces.

MANUFACTURER

PRODUCT

1. Dow Corning:

795

- B. Wood surfaces: A one-part, high-performance, polyurethane based waterproofing sealant/adhesive, non-sagging, non-staining, paintable, non-bleeding, color to be white.

MANUFACTURER

PRODUCT

1. Pecora:

DynaTrol I-XL

2.3 ACCESSORIES

- A. Primer: non-staining type as recommended by sealant manufacturer to suit application.
- B. Joint cleaner: non-corrosive and non-staining type, recommended by sealant manufacturer, compatible with joint forming materials.

PART 3 - EXECUTION

3.1 INSPECTION OF SURFACES

- A. Verify that work of other trades that might affect the work of this Section has been completed.
- B. Examine surfaces for inadequate anchorage, foreign materials, moisture, and whatever would prevent the execution and quality of sealant application.
- C. Do not proceed with the work of this Section until all defects are corrected.

3.2 SURFACE PREPARATION

- A. Concrete or other masonry surfaces to receive sealant shall be cleaned by wire brushing to remove all loose particles, laitance, efflorescence and loose mortar. Metal surfaces are to be thoroughly cleaned of oil or grease and primed prior to receiving sealant.
- B. All surfaces to receive sealant shall be clean, dry, free of loose materials, dirt, dust, oil, frost, or bitumen.
- C. Replace existing, deteriorated, defective sealant as directed or determined by the Owner or Architect.

3.3 BACKER ROD INSTALLATION

- A. Install backer rod at joints where and as shown on the Drawings using a blunt instrument. Do not twist or puncture rod.
1. Install rod so that joint depth is 50% of joint width.

3.4 SEALANT

- A. Depth of sealants in joints, exclusive of backing, shall be as recommended by the sealant manufacturer unless otherwise indicated or specified.
- B. Application may be cartridge-type caulk gun or bulk-type caulk gun, either hand or air pressure activated.
 - 1. Joints should be masked to ensure a neat appearance.
 - 2. Sealant should be applied in a continuous operation using sufficient pressure to fill the joint and make complete contact to the joint sides.
 - 3. Run a bead slowly enough to be certain that entire cavity is filled from the bottom up. Air pockets or voids along edges are not acceptable.
 - 4. Neatly point or tool all sealants applied. Tooling with soap or detergent solutions is not allowed.
- C. Unless otherwise approved by the Architect, all work adjacent to sealants shall be protected by masking with pressure sensitive tape.
 - 1. Drop cloths shall be provided over all horizontal surfaces liable to receive droppings of sealant operations.

3.5 CLEAN-UP

- A. Misapplied sealant and droppings shall be immediately removed by methods and materials recommended in writing from the manufacturer of the sealant used.
- B. After material is applied and tooled, the Contractor shall remove all masking and other protection, and clean up any remaining defacement caused by his work.
- C. Daily clean-up and removal from the site of all empty containers, bits of tape, scrapings, and whatever other debris results from these operations is required.

END OF SECTION 07 92 00

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish and install aluminum architectural storefront system complete with entrance door, hardware and related components as shown on drawings and specified in this Section.
 - 1. Entrance doors to be ADA compliant.
 - 2. Relocate electronic door latch and call box to operate new entrance door.

1.2 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions.

1.3 REFERENCES

- A. American Architectural Manufacturers Association (AAMA)
- B. American National Standards Institute (ANSI)
- C. American Society for Testing and Materials (ASTM)
- D. Test Units:
 - 1. Air, water, and structural test unit size shall be a minimum of two stories high and three lites wide.
 - 2. Thermal test unit sizes shall be 80" (2032 mm) wide x 80" (2032 mm) high with one intermediate vertical mullion and two lites of glass.
- E. Test Procedures and Performance
 - 1. Air Infiltration Test
 - a. Test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf (299 Pa).
 - b. Air infiltration shall not exceed .06 cfm/SF (.30 l/som²) of unit.
 - 2. Water Resistance Test
 - a. Test unit in accordance with ASTM E 331.
 - b. There shall be no uncontrolled water leakage at a static test pressure of 12.0 psf (575 Pa).
 - 3. Uniform Load Deflection Test
 - a. Test in accordance with ASTM E 330.
 - b. Deflection under design load shall not exceed L/175 of the clear span.
 - 4. Uniform Load Structural Test

- a. Test in accordance with ASTM E 330 at a pressure 1.5 times the design wind pressure in 1.05.B.3.b.
 - b. At conclusion of the test, there shall be no glass breakage, permanent damage to fasteners, storefront parts, or any other damage that would cause the storefront to be defective.
5. Condensation Resistance Test (CRF)
 - a. Test unit in accordance with AAMA 1503.1.
 - b. Condensation Resistance Factor (CRF) shall not be less than 70 (frame) when glazed with 69 center of glass U-Factor. (See chart at end of section).
6. Thermal Transmittance Test (Conductive U-Factor)
 - a. With ventilators closed and locked, test unit in accordance with NFRC 100-2010.
 - b. Conductive thermal transmittance (U-Factor) shall not be more than 0.36.

1.4 SYSTEM DESCRIPTION

- A. Heavy duty series curtain wall system made of aluminum designed for high traffic applications meeting the minimum performance requirements listed below including all finishes, glazing, shims, reinforcing, attachment devices, hardware, anchors, frames, sections, and all accessories necessary to complete the Work.
- B. Products furnished but not installed under this Section may include: Inserts and anchoring devices which are to be built into the structure.
- C. General Standard: In addition to requirements shown or specified, comply with applicable provisions of Aluminum Curtain Wall Design Guide Manual for design, materials, fabrication and installation of component parts.
- D. Design Requirements:
 1. Metal stick framed systems with interior and exterior exposed metal framing.
 2. System manufacturer shall provide curtain wall systems, including necessary modifications to meet specified requirements and maintaining visual design concepts.
 3. System manufacturer shall provide low profile entrance frames as an integral part of the curtain wall system.
 4. Fabricate glazing systems for exterior glazing at vision areas.
 5. Perimeter conditions shall allow for installation tolerances, expansion and contraction of adjacent materials, and sealant manufacturer's recommended joint design.
 - a. Drawings are diagrammatic and do not purport to identify nor solve problems of thermal or structural movement, glazing, anchorage or moisture disposal.
 6. Requirements shown by details are intended to establish basic dimension of unit,

sight lines and profiles of members.

7. Do not assume glass, sealants, and interior finishes contribute to framing member strength, stiffness, or lateral stability.
8. Attachment considerations are to take into account site peculiarities and expansion and contraction movements so there is no possibility of loosening, weakening or fracturing connection between units and building structure or between units themselves.
9. Anchors, fasteners and braces shall be structurally stressed not more than 50% of allowable stress when maximum loads are applied.
10. Allow for expansion and contraction due to structural movement without detriment to appearance or performance.
11. System shall drain to exterior face of wall, water entering joints and condensation occurring within system by drain holes and gutters of adequate size to evacuate water without infiltration to interior or top of lower light of glass. No visible weep holes allowed.
12. Provide concealed fastening.
13. Metal faces are required to be visually flat under all lighting conditions, subject to acceptance of Architect.
14. Provide uniform color and profile appearance at components exposed to view.

1.5 PERFORMANCE REQUIREMENTS

- A. Air infiltration: Air leakage shall not exceed 0.03 cfm per square foot of surface area when tested in accordance with ASTM E283 at differential static pressure of 6.24 psf.
- B. Water infiltration: No uncontrolled leakage when tested in accordance with ASTM E331 at test pressure of 9.0 psf.
- C. Structural Requirements:
 1. Wind Loading to meet current Code requirements.
 2. Deflection under uniform loading: When tested in accordance with ASTM E330 at design pressure, maximum deflection of exterior member shall not exceed $L/175$ of span or $3/4$ inch or $L/240 + 1/4$ " for spans over 13'-6".
 3. Parallel to wall and corner mullion deflections: 75% of glass edge bite or $3/8$ inch, whichever is less.
- D. Thermal Requirements:
 1. Framing systems shall accommodate expansion and contraction movement due to surface temperature differential of 180°F without causing buckling, stress on glass, failure of joint seals, excessive stress on structural elements, reduction of performance or other detrimental effects.
- E. Interface:

1. Furnish inserts and anchoring devices which need to be preset and built into structure to appropriate trade.
2. Supply on timely basis to avoid delay in Work.
3. Instruct other trades of proper location and position.
4. Furnish setting drawings, diagrams, templates and installation instructions.

1.6 SUBMITTALS

- A. Submit under provisions of General Conditions.
- B. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work and expansion and contraction joint location and details.
- C. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and in-fill, door hardware, internal drainage details.
- D. Submit two [2] samples illustrating pre-finished surface and glazing materials.
- E. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with AAMA SFM-1 and AAMA-Metal Curtain Wall, Window, Store Front and Entrance -Guide Specifications Manual.
- B. Single Source Responsibility:
 1. Provide storefront system products that are products of a single manufacturer including entrance doors.

1.8 QUALIFICATIONS

- A. Manufacturer and Installer: Company specializing in manufacturing glazing systems with minimum five (5) years documented experience.
- B. Install shall be by the supplier or an authorized qualified installer recognized by the storefront manufacturer.

1.9 PRE-INSTALLATION CONFERENCE

- A. Convene one (1) week prior to commencing work of this Section at the site to review installation details, methods and standards.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Handle work of this section in accordance with AAMA -Storefront Manual.
- C. Protect pre-finished aluminum surfaces with stripable coating. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Do not install sealants when ambient temperature is less than 40 degrees F during and 48 hours after installation.

1.12 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings and per manufacturer's instructions.

1.13 COORDINATION

- A. Coordinate the Work with installation of other components or materials.

1.14 WARRANTY

- A. Total Storefront Installation
 - 1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total storefront installation. This includes the glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water and structural adequacy as called for in the specifications and approved shop drawings.
 - 2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.
- B. Window Material and Workmanship
 - 1. Provide written guarantee against defects in material and workmanship for 10 years from the date of final shipment.
- C. Glass
 - 1. Provide written warranty for insulated glass units that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
 - 2. Warranty period shall be for 2 (two) years.
- D. Finish
 - 1. Warranty period shall be for 10 years from the date of final shipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. All storefront systems shall be **KAWNEER, Trifab™ VersaGlaze™ 451T Framing System with IR350 Medium Stile Standard Entrance**. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
 - 1. A sample storefront system (size and configuration) as per requirements of architect.

2.2 FRAMING MATERIALS AND ACCESSORIES

- A. Aluminum:
 - 1. ASTM B221, alloy 6063-T5 for extrusions; ASTM B209, alloy 5005-H16 for sheets.
 - 2. Minimum thickness of 0.125 inch for framing members and 0.050 inch for glazing stops and similar components.
- B. Internal Reinforcing:
 - 1. ASTM A36 for carbon steel; or ASTM B308 for structural aluminum.
 - 2. Shapes and sizes to suit installation.
- C. Inserts and Anchorage Devices:
 - 1. Manufacturer's standard formed or fabricated assemblies, steel or aluminum, of shapes, plates, bars or tubes.
- D. Fasteners:
 - 1. Series 300 stainless steel for exposed locations. Cadmium plated steel with 0.0005 inch plating thickness and color chromate coated for concealed locations.
 - 2. Provide nuts or washers of design having means to prevent disengagement; deforming of fastener threads is not acceptable.
- E. Expansion Anchor Devices:
 - 1. Lead-shield or toothed-steel, drilled-in, expansion bolt anchors.
- F. Shims:
 - 1. Non-staining, non-ferrous, type as recommended by system manufacturer.
- G. Protective Coatings:
 - 1. Cold applied asphalt mastic complying with SSPC-Paint 12, compounded for 30 mil thickness for each coat; or alkyd type zinc chromate primer complying with FS TT-P-645.
- H. Glazing Gaskets:
 - 1. Compression type design, replaceable, molded or extruded neoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM), color - black.

2.3 FABRICATION

- A. General
 - 1. All aluminum frame extrusions shall have a minimum wall thickness of .080".
 - 2. All exposed work shall be carefully matched to produce continuity of line and design with all joints. System design shall be such that raw edges will not be visible at joints.

B. Frame

1. Depth of frame shall not be less than 4 1/2".
2. Face dimension shall not be less than 2".
3. Frame components shall be screw spline construction.

C. Glazing

1. All units shall be "dry glazed" with gaskets on both exterior and interior of the glass.

D. Finish

1. Organic - finish all exposed areas of aluminum windows and components. Color to be selected from manufacturer's stand samples to be submitted.
2. High performance 70% PVDF fluoropolymer finishes are available in standard colors.
 - a. Color: to be selected from manufacturer's standard and match existing.

- E. Accent trim:** 1/2" x 2" bar stock aluminum to match storefront in color. Modify profile shown on Drawings.

2.4 ENTRANCE DOORS

- A. Entrance doors** to be manufactured by the same company as the storefront system with the same profile. Kawneer IR350 Series

1. Door stiles shall be no less than 3 1/2" wide (not including glass stops).
2. Door stiles and rails shall have hairline joints at corners. Heavy concealed reinforcement brackets shall be secured with screws and shall be deep penetration and fillet welded.
3. All doors shall have an adjusting mechanism in the top rail to provide for minor clearance adjustments.
4. Weather-stripping shall be wool pile and shall be installed in one stile of pairs of doors and in jamb stiles of center pivoted doors.

- B. Door stops** shall include wool pile weather-stripping.

C. Glazing

1. All units shall be dry glazed with extruded pressure fitting aluminum glazing stops, and EPDM gasket with 1" insulated glass - tempered.

D. Closer

1. LCN 4040XP-HCUSH super smooth-heavy duty hold open cushion arm door closer

E. Latch Guard

1. Stainless Steel Heavy Duty Latch Guard for out-opening doors.

2. Length 7", Width 2 3/4"
- F. Kickplate
 1. Stainless steel 10"x34" US32D (Ives)
- G. Hinges
 1. Continuous hinge as supplied by door manufacturer.
- H. Exit Device
 1. Kawneer exit device supplied with a lever trim in which a key locks and unlocks the lever.
 2. NPI power supply
 3. Verify and coordinate with existing electronic latch release and call box.
- I. Threshold Saddle
 1. Mill finish aluminum 425E - 5" width, 1/2" height, ADA compliant (NGP)
- J. Hardware to be supplied by door and storefront manufacturer. Key to Owner's master system.
 1. Set No.:
 - #1 per opening (storefront entrance door)
 - panic push bar with lever with keyed lock cylinder
 - (electronic catch release relocated from existing door)
 - closer
 - 1 1/2 pair hinges
 - weatherstripping full
 - 2 kickplates
 - latch guard cover plate
 - threshold
 - #2 per opening (existing door to remain)
 - relocate existing electronic catch release to new door.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface and are in accordance with approved shop drawings.
- B. Relocate electronic latch device from existing door to new entrance door.

3.2 INSTALLATION

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Follow manufacturer's specifications and installation standards.

- C. Storefront system shall be erected plumb and true, in proper alignment and relation to established lines and grades.
- D. Entrance doors shall be securely anchored in place to a straight, plumb and level condition, without distortion. Weather stripping contact and hardware movement shall be checked and final adjustments made for proper operation and performance of units.
- E. Furnish and apply sealing materials to provide a weather tight installation at all joints and intersections and at opening perimeters.
- F. Sealing materials specified shall be used in strict accordance with the manufacturer's printed instructions, and shall be applied only by mechanics specially trained or experienced in their use. All surfaces must be clean and free of foreign matter before applying sealing materials. Sealing compounds shall be tooled to fill the joint and provide a smooth finished surface.

3.3 ANCHORAGE

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

3.4 PROTECTION AND CLEANING

- A. After completion of entrance installation, entrance doors shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protection from this point shall be the responsibility of the General Contractor.
- B. Clean all glass surfaces.
- C. Dispose of all debris caused by the work of this Section.

END OF SECTION 08 43 13

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PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide cement board and gypsum drywall, and accessories where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessary limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 06 10 53: Miscellaneous Rough Carpentry
 - 3. Section 09 91 00: Painting

1.2 QUALITY ASSURANCE

- A. 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 the methods needed for proper performance of the work of this Section.
- B. Fire rated wall assemblies:
 - 1. UL - U430; 2 hour where noted on the Drawings.
 - 2. UL - U419; 1 hour where noted on the Drawings.

1.3 SUBMITTALS

- A. Submit materials list of items proposed to be provided under this Section.

1.4 PRODUCT HANDLING

- A. Materials are to be stored in a dry environment.

PART 2 - PRODUCTS

2.1 GYPSUM WALLBOARD

- A. United States Gypsum Company
550 West Adams Street
Chicago, IL 60661
- B. Provide gypsum wallboard complying with Fed Spec SS-L-30D, in 48" widths and in such lengths as will result in a minimum of joints. See wall type on Drawings.
 - 1. Regular wallboard: Provide type III, grade R, class 1, 5/8" thick except as may be shown otherwise on the Drawings.
 - 2. Fire-retardant wallboard: Provide type III, grade X, class 1, 5/8" thick where shown on the Drawings.
 - 3. Water-resistant wallboard: Provide type VII, grade W or X as required, class 2, 5/8" thick except as may be shown otherwise on the Drawings.

- C. Cement board for wet locations: USG Durock brand cement board with edgeguard; ½" thick

2.2 JOINTING SYSTEM

- A. Provide a jointing system, including reinforcing tape and compound, designed as a system to be used together and as recommended for this use by the manufacturer of the gypsum wallboard approved for use on this Work.

2.3 FASTENING DEVICES

- A. For fastening gypsum wallboard in place on wood, use 1-1/4" type W bugle-head screws, or use annular ring type nails complying with ASTM C514 and of the length required by governmental agencies having jurisdiction.
- B. For fastening gypsum wallboard in place on metal studs and metal channels, use flat-head screws, shouldered, specially designed for use with power-driven tools, not less than 1" long, with self-tapping threads and self-drilling points.

2.4 METAL STUD

- A. At interior metal stud partitions, unless otherwise shown on the drawings, provide standard punched steel studs 20 gauge, hot-dip galvanized per ASTM C-645 and ASTM C-955 and engineered to meet the 1996 Edition of the American Iron and Steel Institute.
 - 1. Size 3-5/8" and 6" - 20 gauge for lengths up to 12'-8" at 16" o.c.
 - 2. Size 3-5/8" and 6" - 22 gauge for lengths up to 11'-11" at 16" o.c.
 - 3. Size 3-5/8" and 6" - 25 gauge for lengths up to 9'-4" at 16" o.c.
 - 4. Size 1 5/8" x 12' - 20 gauge for lengths up to 12'-0" at 24" o.c.
- B. Touch-up paint: zinc rich, containing 95-percent metallic zinc, ZRC 350 as manufactured by ZRC Worldwide, Marshfield, MA.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of the Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify that studs and framing are properly anchored, aligned, and level at all locations prior to installation of gypsum board.

3.2 INSTALLATION

- A. Install the gypsum wallboard in accordance with the Drawings and with the separate boards in moderate contact but not forced into place.
 - 1. At internal and external corners, conceal the cut edges of the boards by the overlapping covered edges of the abutting boards.
 - 2. Stagger the boards so that corners of any four boards will not meet at a common

point except in vertical corners.

B. Ceilings/Soffits:

1. Install the gypsum wallboard to ceilings/soffits with the long dimension of the wallboard at right angles to the supporting members.
2. Wallboard may be installed with the long dimension parallel to supporting members that are spaced 16" on-center when attachment members are provided at end joints.

C. Walls:

1. Install the gypsum wallboard to studs at right angles to the furring or framing members.
2. Make end joints, where required, over framing or furring members.

D. Attaching:

1. Drive the specified screws with clutch-controlled power screwdrivers, spacing the screws 12" on center at ceilings and 16" on center at walls.
2. Where framing members may be spaced 24" apart, space screws 12" on center.
3. Attach double layers in accordance with the pertinent codes and the manufacturer's recommendations if required.

3.3 JOINT TREATMENT

A. General:

1. Inspect areas to be joint treated, verifying that the gypsum wallboard fits snugly against supporting framework.
2. In areas where joint treatment and compound finishing will be performed, maintain a temperature of not less than 55°F for 24 hours prior to commencing the treatment, and until joint and finishing compounds have dried.
3. Apply the joint treatment and finishing compound by machine or hand tool.
4. Provide a minimum drying time of 24 hours between coats, with additional drying time in poorly ventilated areas.

B. Embedding compounds

1. Apply to gypsum wallboard joints and fasteners heads in a thin uniform layer.
2. Spread the compound not less than 3" wide at joints, center the reinforcing tape in the joint, and embed the tape in the compound. Then spread a thin layer of compound over the tape.
3. After this treatment has dried, apply a second coat of embedding compound to joints and fastener heads, spreading in a thin uniform coat to not less than 6" wide at joints, and feather edged.
4. Sandpaper between coats as required.

5. When thoroughly dry, sandpaper to eliminate ridges and high points.

C. Finishing compounds:

1. After embedding compound is thoroughly dry and has been completely sanded, apply a coat of finishing compound to joints and fastener heads.
2. Feather the finishing compound to not less than 12" wide.
3. When thoroughly dry, sandpaper to obtain a uniformly smooth surface, taking care to not scuff the paper surface of the wallboard.

3.4 CORNER TREATMENT

- A. Internal corners: Treat as specified for joints, except fold the reinforcing tape lengthwise through the middle and fit neatly into the corner.
- B. External corners:
1. Install the specified corner bead, fitting neatly over the corner and securing with the same type fasteners used for installing the wallboard.
 2. Space the fasteners approximately 6" on center, and drive through the wallboard into the framing or furring member.
 3. After the corner bead has been secured into position, treat the corner with joint compound and reinforcing as specified for joints, feathering the joint compound out from 8" to 10" on each side of the corner.

3.5 CLEANING UP

- A. In addition to other requirements for cleaning, use necessary care to prevent scattering gypsum wallboard scraps and dust, and to prevent tracking gypsum and joint finishing compound onto floor surfaces.
- B. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scrap, debris, and surplus material of this Section.

END OF SECTION 09 21 16

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Resilient vinyl tile flooring and base at new entrance lobby and any other location as shown on the Drawings.
 - 1. Top set base.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02 41 00 Demolition
- B. Section 03 30 00 Cast-In-Place Concrete

1.3 REFERENCES

- A. Armstrong Flooring Technical Manuals
 - 1. Armstrong Flooring Guaranteed Installation Systems manual, F-5061
- B. ASTM International:
 - 1. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
 - 2. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
 - 3. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
- C. Resilient Floor Covering Institute.

1.4 SUBMITTALS

- A. Submit manufacturer's product literature and samples.
- B. Include duplicate samples of flooring material, color and pattern selected.
- C. Submit manufacturer's printed installation instructions.
- D. Submit manufacturer's notarized certificate that products meet or exceed specified requirements.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit manufacturer's maintenance instructions.

1.6 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in resilient flooring with five (5) years experience.
- B. Applicator: Company specializing in installation of vinyl resilient flooring with minimum three (3) years documented experience.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver resilient vinyl tile and accessories to the project site in original factory containers, each carton clearly marked as to manufacturer, pattern, size, gauge, and lot number.
- B. Deliver adhesive to be used for resilient vinyl tile and accessories to the project site in original factory containers, each container clearly marked as to manufacturer.
- C. Store materials to prevent damage.

1.8 PROJECT CONDITIONS

- A. Maintain minimum 70 degrees F air temperature at flooring installation area for three (3) days prior to, during and for 48 hours after installation.
- B. Store flooring materials in area of application. Allow three (3) days for materials to reach equal temperature as area.
- C. Prevent exposure of installation to excessive heat or direct sunlight until adhesive has attained final set.
- D. Sequencing and Scheduling
 - 1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
 - 2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.9 WARRANTY

- A. Provide manufacturer's standard warranty.
- B. Warranty: Include one (1) year warranty that products are free from defects in materials and workmanship.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Armstrong Flooring Inc., 2500 Columbia Avenue, Lancaster, PA 17603,
<http://www.armstrong.com/commflooringna>

2.2 FLOOR COVERING MATERIALS

- A. Vinyl composition Floor Tiles: FS SS-T-312B, type IV, Composition 1, ASTM F-1066-87, x 1/8 inch thick; color and pattern is shown on the Drawings.
- B. Colors to be selected by Owner.

2.3 MANUFACTURING TOLERANCES

- A. Micro-square 12 x 12 inch tile to plus or minus 0.002 inch; cut vertical edges perpendicular to tile surface.

- B. Precision control gauge to assure smooth surface with no high edges.

2.4 BASE, ACCESSORIES, ADHESIVES

- A. Base / Premium Edge: FS SS-W-40A, Type 1 Rubber wall base; top set coved, 4" high, 1/8 inch thick, color: gray. Rubber available in 1/8 inch gauge only.
- B. Reducer Strip: Color to match tile.
- C. Flooring Adhesives: Epoxy adhesive as required for specific use by manufacturer.
- D. Wall Base Adhesive: Acrylic copolymer Wall Base Adhesive as required by manufacturer.
- E. Welding Sealant: Welding Sealant for Weldable Vinyl Cove Base.
- F. For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Armstrong S-184 Fast-Setting Cement-Based Patch and Underlayment.
- G. For creating a moisture barrier, provide S-452 Seal Strong™ two part moisture mitigation system.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subfloors are suitable and dry prior to application of flooring.
 - 1. Ensure concrete floors are dry and exhibit neutral alkalinity, carbonization, or dusting. Maximum Moisture Emission: Three lb./1000 sq. ft./24 hours.
- B. Ensure floor surfaces are smooth and flat with maximum variation of 1/8 inch in 10 feet.
- C. Ensure floor surfaces are clean and free from dust, paint, oil, grease, curing agents, parting compounds, surface hardeners, sealers, solvents, old adhesives, and other extraneous substances.
- D. Ensure contact wall surfaces to 1/2 inch below top of base are clean and free from dirt, paint, oil, grease, wall covering, old adhesives, and other extraneous substances.
- E. Beginning of installation means acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Remove subfloor ridges and humps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Clean floor; apply, trowel, and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured.

3.3 FLOORING INSTALLATION

- A. Install flooring in accordance with manufacturer's printed instructions and gap tolerances.
- B. Use adhesive recommended by floor tile manufacturer.

- C. Clean substrate. Spread adhesive evenly in quantity recommended by flooring material manufacturer to ensure adhesion over entire area of installation. Use recommended notched trowel.
- D. Set flooring in place, roll and cross roll with 150 lb. sectional roller while adhesive is still wet to ensure full adhesion.
- E. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- F. Terminate resilient flooring at center line of door openings where adjacent floor finish is dissimilar.
- G. Install reducer strips at unprotected or exposed edges where flooring terminates.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- I. Continue flooring through areas to receive moveable type partitions without interrupting floor pattern.

3.4 BASE INSTALLATION

- A. Flash cove flooring walls 4 inches over cove support and solid wall backing; adhere tightly to wall and floor surfaces; terminate at top with cap strip, and finish with preformed internal and external aluminum corners and end stops.
- B. Fit top set base joints tight and vertical. Install base on solid backing; adhere tightly to wall surfaces. Miter or form internal corners. Form external corners at the job site using base material.

3.5 PROTECTION

- A. Prohibit traffic on finished floor for 48 hours after installation.

3.6 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage, while adhesive is still wet.
- B. Clean floor and base surfaces in accordance with manufacturer's instructions.

3.7 SCHEDULE

- A. See Drawing for floor tile layout.

END OF SECTION 09 65 19

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work of this Section includes, but is not limited to, painting of exterior soffit and ceiling trim including all prep work as needed for a complete and proper installation.
- B. Contractor is to assume existing paint contains lead. Take necessary precautions to protect workers. Provide measures to separate paint removal work areas from occupied areas, and clean-up and disposal as specified in Division 1.
- C. Related Work:
 - 1) Section 08 43 13 Aluminum-Framed Storefront
 - 2) Section 07 92 00 Joint Sealant
- D. Work not included:
 - 1) Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, pipe spaces, and duct shafts.
 - 2) Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkage; sensing devices; motor shaft; etc., unless otherwise indicated.
 - 3) Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.

1.2 REFERENCES

- A. Federal Specifications (FS)
- B. American Society of Testing and Materials (ASTM)
- C. Occupational Safety and Health Administration (OSHA)
- D. Steel Structures Painting Council (SSPC)

1.3 DEFINITIONS:

- A. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- B. Touching-up bare spots specified for previously primed or painted surfaces is in addition to the coats specified for the paint system.

1.4 QUALITY ASSURANCE

- A. Qualifications: Work of this Section shall be performed by personnel with a minimum of **three years** experience in performing this type of Work. 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 the methods needed for proper performance of the work of this Section

- B. All painting materials shall arrive at the job ready-mixed.
 - 1) All thinning and tinting materials shall be as recommended by the manufacturer. Generally, all paints shall not require additional thinning.
 - 2) Materials selected for each system type shall be products of a single manufacturer.
- C. Paint coordination:
 - 1) Provide finish coats which are compatible with the prime coats actually used.
 - 2) Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrate.
 - 3) Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
 - 4) Provide barrier coats over noncompatible primers, or remove the primer and reprime as required.
 - 5) Notify the Architect in writing of anticipated problems in using the specified coating systems over prime-coatings supplied under other Sections.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturers' product literature for all materials specified and material manufacturer's printed directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, and storage, as applicable for each of the materials specified.
- B. Samples:
 - 1) Provide samples of each color and each gloss for each material on which the finish is specified to be applied.
 - 2) Do not commence finish painting until approved samples are on file at the job site.

1.6 PRODUCT HANDLING

- A. Comply with manufacturer's specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the site in original, unopened containers bearing manufacturers name and label containing the following information:
 - 1) Product name or title of material
 - 2) Manufacturer's name
 - 3) Thinning instructions
 - 4) Application instructions

- 5) Color name and number
- B. The Owner will designate space on premises for storage of materials. Contractor shall restrict storage in this area to paint materials and related equipment, and provide the following:
 - 1) Provide one (1) approved chemical dry fire extinguisher equal to 20 lb. CO₂ rating in all assigned rooms or locations where painting materials are stored. Fire extinguisher shall bear the label of the National Board of Fire Underwriters and tag of most recent inspection.
 - 2) Maintain storage area in clean condition, store materials not in use in tightly covered containers. Remove oily rags, waste and empty containers from site each night.

1.8 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45° F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.
- B. Do not apply finish in areas where dust is being generated or will be generated while the paint is drying.
- C. In all areas being painted, the Contractor shall ensure that there is adequate ventilation to ensure proper paint drying, along with minimizing paint odors.
- D. Weather conditions:
 - 1) Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.

1.9 EXTRA STOCK

- A. Not applicable.

1.10 WARRANTY

- A. Provide **3 year** warranty for workmanship and material. These requirements shall include the following:
 - 1) There shall be no evidence of blistering, peeling, crazing, alligatoring, streaking, staining, or chalking.
 - 2) Remove dirt without blemishing the finish by washing with mild soap and water.
 - 3) Colors of surfaces shall remain free from serious fading; the variation, if any, shall be uniform.
- B. Correct all defects, appearing within the guarantee period, by removal of the defective work and replacement as directed.
- C. All corrective measures shall be the Contractor's responsibility, and shall be made at no extra

cost to the Owner.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS- PAINT

- A. Subject to compliance with specified requirements, provide "First Line" or "Top Quality" products of one of the following manufacturers:
- B. Approved Manufacturers:
 - 1. Benjamin Moore Paint Company
51 Chestnut Ridge Road
Montvale, NJ 07645
- C. Product: Insofar as practicable, use primer, finish coat, and thinner material as parts of a unified system of paint finish.
 - 1. Paint - Interior walls surfaces
 - a) Moorecraft ceiling white, Satin
 - b) Primer - Latex quick dry prime seal, one coat.

2.2 COLOR SCHEDULES

- A. Colors to be selected by Architect from manufacturer's standards.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint.
- B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by its use.

2.4 OTHER MATERIALS

- A. For minor repair of gouges, scratches, and filling of set nail holes:
 - 1. Exterior latex wood putty.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. The application of painter's finish to any surface shall be taken to indicate that the Contractor considers such surfaces suitable for a first-class finish.
- B. Do not apply painter's finish in any locations until the Work of other Contractors, which might damage the new finish, are completed.
- C. Notify the Architect in writing regarding Work by others which does not provide a suitable surface for the new finish.

- D. In case of dispute regarding the suitability of any surface, the Architect's decision shall be final and conclusive upon all concerned.
- E. The Contractor shall check the compatibility of previously painted surfaces with the new coating by applying a test area. Allow to dry thoroughly; verify proper adhesion before proceeding with painting Work.
- F. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- G. Fill any set nail holes, gouges, scratches, and voids in wood schedule to be painted with specified wood filler using putty knife.
 - 1. Lightly sand surface after filler has had a chance to properly dry.

3.2 MATERIALS PREPARATION

A. General:

- 1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations.
- 2. When materials are not in use, store in tightly covered containers.
- 3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

B. Stirring:

- 1. Stir materials before application, producing a mixture of uniform density.
- 2. Do not stir into the material any film which may form on the surface. Remove the film and if necessary, strain the material before using.

3.3 SURFACE PREPARATION

A. General:

- 1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations, Department of Environmental Protection, OSHA standards, as approved by the Owner and any other agency having jurisdiction over the handling, removal and disposal of hazardous materials such as lead-based paint, should any be found.
- 2. Remove items which are in place and are not scheduled to receive paint finish or provide surface-applied protection prior to surface preparation and painting operations.
 - a. Following completion of painting in each space or area, reinstall the removed items using workmen who are skilled in the necessary trades.
- 3. Clean each surface to be painted prior to applying paint or surface treatment. Remove oil and grease with clean cloths and cleaning solvent.

4. Treat caulking as recommended by the paint manufacturer.
5. Remove mildew as recommended by the paint manufacturer.
6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
7. Remove all loose paint with scraper and putty knife.
 - a. Sand existing surfaces to dull sheen and gloss.
 - b. Remove dust by washing with water, using damp sponge or cloth.
 - c. After washing, spot prime grease and water stains; etc., with primer to prevent bleeding.
 - d. Fill all cracks and holes with appropriate filler material, sand flush with adjacent surfaces and spot prime.
 - e. Existing paint that was not removed with scraper and which appears to be sound shall receive spackling compound around perimeter high spots and feathered out so that surface is smooth.
 - 1) Repair gouges created by the scraping process and other imperfections in the existing surface with spackling compound to provide a smooth, even finished surface.
 - f. Apply number of finish coats specified, or as many as may be necessary to obtain the proper finish and completely cover the substrate.

B. Preparation of wood surfaces:

1. Prepare surfaces per Subparagraphs above.
2. Puttying: Fill cracks, open joints, nail holes and similar defects in existing woodwork specified to be painted or varnished with putty or plastic filler. Putty stop nail holes in all new woodwork specified to be painted or stained and varnished. Prime or seal all surfaces in contact with new putty. Color interior putty to match the finish.
3. Touching-Up: Spot prime defects in existing Work and Work primed under other Paragraphs of Work as necessary to produce an even plane in the new finish.
4. Clean wood surfaces until free from dirt, oil, and other foreign substance. Fill all voids and holes with proper putty.
5. Smooth finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.
6. Do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture meter.

C. Preparation of metal surfaces:

1. Thoroughly clean surfaces until free from dirt, oil, rust, and grease.
 - a. The Contractor is to use whatever means he deems necessary to remove peeling or flaking paint from the surface provided all requirements listed under General above are followed.
2. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
3. Allow to dry thoroughly before paint application.

3.4 PAINT APPLICATION

A. General:

1. No Work shall be performed in spaces which are not broom clean and free of dust and waste.
2. Apply paint materials to produce smooth finished surfaces, free of brush or roller marks, drops, runs, or sags.
3. Paint materials shall be kept at a proper and uniform consistency. Thin only when necessary to achieve best results.
 - a. Thinners shall be turpentine, mineral spirits or material recommended by manufacturer of paint, and in quantity as recommended.
 - b. Excessive use of thinner as indicated by variation in absorption, lack of "hide", thickness of dry film, mottled or streaky coat, shall be cause for rejection. Correct as directed.
 - c. Thinning of primer is **NOT** permitted.
4. Touch-up shop-applied prime coats which have been damaged, and touch-up bare areas prior to start of finish coats application.
5. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
6. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
7. Apply each coat at the coverage rate recommended by the manufacturer. Perform sufficient wet-film thickness tests to assure proper coverage but in no case perform less than one (1) test per 200 sq. foot or four (4) tests for each day's work.
8. Contractor is to paint from corner-to-corner, or, break-to-break of surface where work occurs.

B. Drying:

1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
 2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Brush applications:
1. Brush out and work the brush coats onto the surface in an even film.
 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.
- D. Spray application:
1. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats. Paint to be back brushed.
 2. **Do not** double back with spray equipment to build up film thickness of two coats in one pass.
- E. For completed work, match the approved Samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.
- F. Previously painted surfaces:
1. Inspect existing painted surfaces. Sound, totally intact, previously-applied coating will not require total removal.
 - a. Shave old coating with a knife to ascertain its present adhesion to the substrate, as well as the flexibility of the film. If the coating has a tendency to powder or shatter easily under the knife, or dis-bonds freely from the substrate or under films, it should be removed prior to the application of new paint.
 - 1) 75% intact: Remove failed coating by method specified and spot prime bare areas.
 - 2) Less than 75% intact: Total removal by surface preparation method specified.
 - 3) Brittle, eroded or under film rusting: Total removal by surface preparation method specified.

3.5 PAINTING SCHEDULE

- A. Provide the following paint finishes.
1. Ceiling/soffit:
 - a. Two coats paint on all surfaces

3.6 CLEANING

- A. The Contractor shall clean-up behind each paint crew such that painting and clean-up will be a continuous uninterrupted operation. This clean-up will include, but not be limited to the following:
1. Remove spots or defacement resulting from Work of this Section.
 2. Retouch all damaged surfaces to leave Work in perfect finished condition.
 3. If spots or defacement cannot be satisfactorily removed and retouched, re-finish the surfaces as directed.
 4. Free all operating units of painted materials and leave them clean and in proper working order.
 5. Remove from premises all surplus paint materials, debris and any other rubbish resulting from the Work.
- B. As the work proceeds and on completion of the work, promptly remove all coatings where spilled, splashed, or splattered in a manner as not to damage the surface from which it is removed.
- C. During the progress of the work, keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris resulting from the work under this section.
- D. At the conclusion of the work, leave the premises neat and clean to the satisfaction of the Architect and Owner.

3.7 REMOVAL OF FLAMMABLE RUBBISH

- A. To avoid spontaneous combustion, place cotton waste cloths and material which may constitute a fire hazard in closed water filled metal containers and remove from the site daily.

3.8 PROTECTION

- A. Provide "Wet Paint" signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their Work after completion of painting operations.
- B. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces as directed by the Owner.

END OF SECTION 09 91 00

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ADA ENTRANCE IMPROVEMENTS
WATERFORD MUNICIPAL POLICE STATION FACILITY
WATERFORD, CT
21-07

MECHANICAL
SECTION 15 00 00

PAGE 1 OF 1

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work of this Section includes, but is not limited to all mechanical work shown on Drawings
- B. Technical Specifications for Mechanical Work are shown directly on Drawings. Related Work:

END OF SECTION 15 00 00

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work of this Section includes, but is not limited to all electrical work shown on Drawings
- B. Technical Specifications for Electrical Work are shown directly on Drawings.
- C. As given on Drawing ME-1, Lighting Fixture Schedule, note that the Exterior Emergency Unit specified comes standard with LED lighting, not the Xenon Lights as shown in the Table for Light Fixture Type EM.

END OF SECTION 15 00 00

1 VESTIBULE DEMONSTRATION SKIN SCALE 10-17 (ADA CLEARANCES)

GENERAL NOTES: THE FOLLOWING NOTES APPLY TO ALL WORKS TO BE CONFORM TO ALL APPLICABLE REGS. AND SPECIFICATIONS. NHPA, CWA CODES AND CONNECTICUT REGULATIONS.

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS.
3. DRAWINGS ARE NOT TO BE COLORED. USE DIMENSIONS AND SPECIFICATIONS AS NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AS STATED IN THE SPECIFICATIONS.

8 **NEW VESTIBULE EXTENSION**
SCALE: 1/8"=1'-0"
NEW WALL, MOUNTED
NEW AIR-CONDITIONING
NEW AIR-CONDITIONING

5 NEW VESTIBULE INTERIOR SCALE 1/2"=1'-0"

1 VESTIBULE DEMOLITION SCALE: 1/8"=1'-0"

2 **NEW VESTIBUL**
DETAILS: 100-1-5

3 NEW VESTIBULE CONSTRUCTION SCALE: 1/8"=1'-0"

4 NEW VESTIBULE REFLECTED SCALE 1/8"=1'-0"

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

ADA Entrance Improvements – Police Department
41 Avery Lane, Waterford, CT. 06385

THE OWNER:
(Name, legal status and address)

« TOWN OF WATERFORD
15 Rope Ferry Road, Waterford, CT 06385

THE ARCHITECT:
(Name, legal status and address)

Lenard Engineering, Inc.
2210 Main Street, PO Box 1088, Glastonbury, CT. 06033

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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 or proposal 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 except as set forth in Sections 5.3 and 5.4, (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.

§ 1.1.9 Knowledge. The terms "knowledge", "recognize", "discover" and "observe" and their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor shall be interpreted to mean that which: (1) the Contractor knows, recognizes, discovers and observes, and (2) the Contractor should, in exercising the care, skill and diligence required by the Contract Documents, professional standards or by law, know, recognize, discover or observe, as the case may be. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and exercising the care, skill and diligence required by the Contract Documents, professional standards or by law (including any Work that the party should be able to reasonably anticipate or infer based on Contract Documents then existing).

§ 1.1.10 Terminology

1. Unless otherwise indicated the term "provide" shall include furnishing and installing a product, materials, systems, and/or equipment complete in place, fully tested and approved.
2. The terms "approved" and/or "approval" shall mean approved and/or approval in writing unless otherwise indicated.
3. The term "Contractor" shall also mean "Construction Manager" for purposes of this Agreement.

§ 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. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

1. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.
2. Before requesting the ordering of any material or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.
3. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval before making the change.
4. Contractor shall thoroughly acquaint itself with and comply with the terms, statutes, rules and regulations governing excavation in the area of underground utilities.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract. The parties acknowledge that the provisions of this Agreement are the subject of arms-length negotiations between the parties and agree that no provision of this

Agreement shall be construed against the other party by reason of such party having drafted such provision of this Agreement.

§ 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. The Contractor shall, and shall require all Subcontractors to, refer to all Contract Documents, including those not specifically showing the Work of their specialized trades, and shall perform all Work necessary to produce the results shown or reasonably inferable therefrom. It shall be Contractor's responsibility in subcontracting portions of the Work to arrange or group items of Work under particular trades to conform to the then-prevailing customs of the trade, and in accordance with applicable requirements of law. The Owner shall have no liability arising out of jurisdictional issues raised or claims advanced by subcontractors, trade organizations or other interested parties based on the arrangement or subdivision of Work in the Contract Documents. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Contract Documents as to the allocation of Work among the subcontractors and Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and ensuring that all Work is completed regardless of where it appears in the Contract Documents.

§ 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.

§ 1.2.4 Contractor and all Subcontractors shall refer to all of the drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the documents of the specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. If work is required in a manner to make it impossible to produce work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request, in writing, an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out Work in the required manner or to provide required guarantees, warranties, or bonds, and the Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.5 Owner and Contractor intend the Contract Documents to complement one another. If, and to the extent of, any conflict, inconsistency, ambiguity or discrepancy in the Contract Documents, or drawings and/or specifications therein, Contractor is deemed to have included the better quality or level of performance, greater quantity of work and most expensive and time consuming item in Contractor's Bid. The Contractor shall not take advantage of any obvious error or apparent discrepancy in the contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to Architect to make such corrections or interpretations as Architect may deem necessary for completion of the work in a satisfactory and acceptable manner.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned strictly in accordance with the manufacturers' written instructions unless specifically indicated otherwise in the Contract Documents.

§ 1.2.8 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.9 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.10 Mechanical and electrical Drawings are diagrammatic only, and are not intended to show exact physical locations or configuration of work. Such Work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets

shall be obtained from Architect before the Work is roughed in; Work installed without such information from Architect shall be relocated at contractor's expense.

§ 1.2.11 Test boring and soil test information included with the Contract Documents or otherwise made accessible to Contractor was obtained by Owner for use by Architect in the design of the Work. Owner does not hold out such information to the Contractor as an accurate or approximate indication of sub-surface conditions. Contractor waives any claim of any kind or nature, including but not limited to claims for delay, impact, additional compensation, extra cost, extension of time, inaccuracy, misrepresentation, inappropriateness or incompleteness, resulting or arising from or relating to such items.

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by courier providing proof of delivery, or electronic transmission.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9.1 Character and Intent of Drawings

During the bidding or negotiation period, questions or discrepancies called to the Architect's attention, in writing, will be answered by the Architect by means of an addendum. All addendums shall become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter shall be brought to the attention of the Architect during the bidding period so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings.

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. The term "Owner's Representative" means the Owner's authorized representative.

§ 2.1.2 No mechanic's or materialmen's liens shall be filed against Owner's property.

§ 2.1.3 The Owner shall not be responsible for construction means, methods, techniques, sequences and procedures or for site safety except as stated in Article 6.

§ 2.2 Evidence of the Owner's Financial Arrangements

Intentionally omitted

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner may employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the Project site and a legal description of the Project site. The furnishing of these surveys and the legal description of the Project site are for the convenience of the Contractor only and shall not relieve Contractor from its duties under the Contract Documents. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the conditions indicated by such documents are representative of those existing throughout the areas where the Work is to be performed. If Owner or Architect has made investigations of subsurface characteristics or concealed conditions of areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by Owner or Architect, such information is furnished solely for the convenience of Contractor. Neither the Owner nor Architect assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records

thereof, or of the interpretations set forth therein or made by Owner or Architect in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. In connection with the foregoing, Contractor shall be solely responsible for locating and shall locate prior to performing any Work all utility lines, telephone lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables, and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Not in limitation of the foregoing, before performing any excavation at the Project Contractor shall use the services of Call Before You Dig. Contractor waives any claim of any kind or nature, including but not limited to claims for delay, impact, additional compensation, extra cost, extension of time, inaccuracy, misrepresentation, inappropriateness or incompleteness, resulting or arising from or relating to any information provided by Owner pursuant to this Section 2.3.4.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receipt from the Contractor of a written request for such information or services. To the extent the foregoing are made available to Contractor they are not deemed Contract Documents and there is no warranty or guaranty, either express or implied, that the condition indicated by such documents are representative of those existing throughout the areas where the Work is to be performed.. 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.

§ 2.3.6 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.

§ 2.4 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 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. This right shall be in addition to and not in limitation of any of any other rights or remedies available to Owner.

§ 2.4.1 The Owner shall have the right, but not the obligation, to reject Work that it believes does not conform to the Contract Documents.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or fails to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor and the Owner or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 2.5.2 The rights stated in this Article and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

§ 2.6 Owner's Right to Inspect the Work

§ 2.6.1 The Owner has the right to have full access to and inspect all portions of the Work for quality, progress and conformance to the Contract Documents.

§ 2.7 Commissioning

§ 2.7.1 The Owner may elect to perform inspections and tests of systems to validate the proper installation and performance of the Work as intended and required by the Contract Documents. These tests and inspections may be performed by the Owner's Representative or by independent contractors or consultants.

§ 2.7.2 The commissioning activities performed by the Owner shall in no way relieve or replace the obligations of the Architect or the Contractor in their fulfillment of Contract obligations.

§ 2.7.3 The commissioning agent of the Owner will utilize information provided by the Architect for design intent and the Contractor for actual installation conditions.

§ 2.7.4 Any commissioning activities are at the sole discretion of the Owner and not a requirement of this Agreement.

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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or 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 or any amendment thereto by the Contractor is a representation that the Contractor has examined the Project 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. The Contractor shall, and shall require each Subcontractor to evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner shall not be required to make any adjustment in either the Contract Sum, Contract Time or any milestone date in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work and at frequent intervals during the progress thereof, 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 2.3.4, 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. The Contractor shall promptly report to the Architect and Owner 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. However, if the Contractor proceeds with the Work without such notice to the Architect and Owner, after having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents by the Contractor, the Contractor shall pay all costs arising therefrom.

§ 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 unless they bear upon the performance of the Work, 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 Contractor believes that any portion of the Contract Documents do not clearly define the Work, the Contractor shall immediately notify the Owner and Architect thereof, in writing, by utilizing a Request for Information (RFI) form, and shall request supplementary instructions before proceeding with such Work. If the Contractor proceeds with the Work without first obtaining such supplementary instructions, the Contractor shall make any repairs or corrections to the Work, as required by the Contract Documents, to complete the Work, at the Contractor's expense. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit 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, unless the Contractor recognized or reasonably should have recognized such errors, inconsistencies, omissions, or difference and knowingly failed to report it to the Architect. Contractor shall give Architect and Owner timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall conduct its inspection and review of the Contract Documents, Project site and other reviews provided in section 3.2 well in advance of the Work so as to afford the Architect sufficient time to correct or otherwise supplement the Contract Documents in the event of any error, omission or inconsistency therein. The Contractor shall also allow sufficient time for the Contractor to assess the impact of such error, omission or inconsistency and for the Owner to evaluate same.

§ 3.2.5 RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than fourteen (14) days after receiving it. It is understood that larger, more complicated RFIs shall require more than fourteen (14) days to review and respond, but shall be a reasonable amount of time as mutually agreed at time of submission. RFIs shall be sequentially numbered and logged and tracked by the Contractor regardless if the source of the RFI was from the Contractor or Owner. Submittal of an RFI shall not in any way stop work.

§ 3.2.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to an unreasonable number of Contractor's Requests for Information where such information is available to the Contractor from a reasonable study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation. Such amounts may be deducted by the Owner from any payment otherwise due the Contractor.

§ 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, procedures and safety precautions and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures and safety precautions, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be directly 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 and, in addition to any indemnification obligations set forth herein, for any damages, injuries, losses, costs and expenses, including, but not limited to, attorney fees resulting from such acts or omissions.

§ 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.

§ 3.3.4 The Contractor shall inspect all materials delivered to the Project site and shall reject any materials that will not conform with the Contract Documents when properly installed. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the Contractor to conform to the requirement shall not extend the Contract Time, and Contractor shall not be entitled to an increase in the Contract Sum therefor.

§ 3.3.5 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.

§ 3.3.6 The Contractor shall arrange for and attend weekly job meetings with the Architect, the Owner's Project Manager, and such other persons as the Architect or Owner may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative familiar with the Work, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.

§ 3.3.7 The Contractor shall not be relieved of any obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the contractor to conform to the requirement shall not extend the Contract Time, and Contractor shall not be entitled to an increase in the Contract Sum therefor.

§ 3.3.8 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor acceptable to the Architect who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as but not limited to roads utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location for the constructed facilities in relation to property lines, building lines, easements and other restrictive boundaries. Such information shall be turned over to the Owner as a part of Record Documents.

§ 3.3.9 The Contractor shall establish the building grade elevations, levels, columns, walls and partition lines required by the Contractor and Subcontractors in laying out their Work.

§ 3.3.10 The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of their work and the storage of materials.

§ 3.3.11 The Owner may undertake or award other contracts for additional work at the Project. With regard to the work of the Owner's third party contractors, subcontractors, and vendors or work that is otherwise not the responsibility of Contractor, Contractor shall fully cooperate with such third parties and shall provide management support to Owner in order to assist the Owner in managing and coordinating such work, which management support shall be limited to providing scheduling input to Owner and the third parties with respect to the delivery and installation of third party services, materials, and equipment that must be integrated with Contractor's Work.

§ 3.3.12 The Contractor shall at all times staff the Project adequately for high quality management and construction work. The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.13 The Owner, Project Manager or Owner's Designated Representative shall have access to the Project site and all Work. No inspection by any of the foregoing shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

§ 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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. The Contractor shall be responsible for determining that all materials and equipment furnished for the Work meet all requirements of the Contract Documents. Any additional cost, or any loss or damage arising from the substitution or proposed substitution of any material, equipment or method for those originally specified shall be borne by Contractor, including costs of any structural, mechanical, electrical, architectural or other changes necessary to accommodate substitute materials or equipment, and costs of modifying documents and other additional fees of the Architect or other consultants notwithstanding approval or acceptance of such substitution by the Owner or Architect unless such substitution was made at the written request or direction of Owner or Architect.

§ 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. The Contractor shall furnish labor that can and will work in harmony with all other elements of labor employed or to be employed on the Project. The Contractor shall promptly resolve any labor or jurisdictional dispute so as not to cause any delay on the Project.

§ 3.4.4 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage, and other adversity is solely the responsibility of the Contractor.

§ 3.5 Warranty

§ 3.5.1

The Contractor guarantees and warrants to Owner that (a) the Work, whether performed by Contractor's own personnel or by any Subcontractors, shall be first class in quality, free from all defects whatsoever (including, without limitation, patent, latent or developed defects or inherent vice (except inherent vice or developed defects resulting solely due to material specified by the Contract Documents unless Contractor knows or should reasonably have known through the exercise of their obligations and due care that such specified items are subject to inherent vice or developed defects), and in strict conformance with the Contract Documents, and (b) all materials, appliances, mechanical devices, equipment and supplies incorporated into the Work shall be new and of such quality to strictly meet or exceed the Specifications and requirements of the Contract Documents. If requested by Owner at any time and from time to time, Contractor will furnish satisfactory evidence to Owner as to the kind and quality of materials, appliances, mechanical devices, equipment and supplies. All Work not conforming to the requirements of this Section (including, without limitation, substitutions or deviations not properly approved and authorized by Owner in writing), shall be considered defective.

The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner, alterations to the Work by Owner, 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.

While Contractor and Subcontractors shall be responsible for strict compliance with the requirements of this Section throughout the course of the Work, the "Warranty Period" shall commence upon the issuance of a Certificate of Substantial Completion for the Work as a whole and shall extend for a period of twelve (12) months from the date of

issuance of such Certificate or for such longer period as set forth in an applicable manufacturer's warranty or as may be required by applicable Laws. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents or under applicable law, in equity or otherwise, or reduce the period of any other similar warranty or guaranty that may apply at law or otherwise to the Work. Upon receipt of Owner's written notice at any time during the course of the Work or during the Warranty Period, and during any longer period of time as are prescribed by any applicable Laws or other applicable terms, Contractor shall at Contractor's sole cost promptly perform all corrective services (including, without limitation, furnishing all labor, materials, equipment and other services at the site and elsewhere) to Owner's satisfaction as may be necessary to remedy any defective workmanship or omissions in the Contractor's Work, including without limitation, promptly correct or replace any Work rejected by Owner or which is incomplete, defective or fails to conform to the Contract Documents, whether observed before or after Final Completion of the Work and whether or not fabricated, installed, or completed. Contractor's compliance with its obligations as stated herein, and Owner's acceptance of such corrective services, shall at all times be determined by ascertaining whether Contractor has achieved strict compliance to Owner's reasonable satisfaction with both the written and inferable requirements contained in the Contract Documents.

All costs incurred by Contractor in fulfilling Contractor's remedial warranty obligations as set forth on this Article 3.5 shall be Non-Allowable Costs of the Work and shall be solely Contractor's responsibility which Contractor shall pay, including, without limitation, additional testing and inspections and compensation for the services of any professional or consultant made necessary thereby. Contractor shall also, as part of Contractor's warranty and guarantee at Contractor's own expense, repair or replace any other damaged components, material, finishes, furnishings and other Work or portions of the Project or other property damaged, affected or otherwise made necessary by or resulting from such defective, non-conforming or incomplete Work, to return the same to their original condition. In addition, and notwithstanding anything to the contrary in this Agreement, if within one (1) year after Substantial Completion any portion of the Work (including, without limitation, any roof and any walls) is not watertight and leak-proof at every point and in every area (except where leaks can be attributed to damage to the Work proximately caused by extraordinary, external forces beyond Contractor's control and which Contractor could not reasonably have anticipated), Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at Contractor's own expense, do any work necessary to make the Work watertight.

Contractor shall use all best efforts to fully perform all warranty and corrective services to Owner's satisfaction within five (5) calendar days of the receipt of Owner's written notice of defective workmanship. If the corrective services require more than five (5) calendar days for completion, Contractor shall submit, within five (5) calendar days of receipt of Owner's written notice, a comprehensive written proposal itemizing all corrective actions necessary which Contractor is prepared to and shall immediately undertake and diligently pursue to enable the Work to achieve strict compliance with the Contract Documents, including the latest Drawings and Specifications. In performing such corrective Work, Contractor shall perform its Work so as to cause the least inconvenience and disruption to Owner's business which may require performance of Work at hours when Owner's business is least active. Contractor shall not be entitled to the extra costs, if any, incurred in connection with performing corrective Work at non-business hours.

Contractor's warranty obligations herein shall apply to Work done by Subcontractors, as well as to Work done by direct employees of Contractor, and such provisions shall survive acceptance of the Work and survive any termination of the Contract and Contractor shall be responsible to fully indemnify and hold Owner harmless from any and all liens, claims, lawsuits, costs and expenses which may arise out of the failure of the Contractor to fulfill its warranty obligations pursuant to this Contract. Such claims include penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives by the Contractor or any person working under the Contractor or any Subcontractor. Any provision to the contrary notwithstanding, Owner shall be entitled to withhold a reasonable amount to protect the Owner from loss from any such conditions.

- .1 defective Work not remedied;
- .2 reasonable evidence that the Work will not be completed within the Contract Time and/or established milestone dates and that the unpaid balance would not be adequate to cover actual or the anticipated delay;
- .3 reasonable evidence that the Work will not be completed for the unpaid balance of the stipulated price;
- .4 failure to carry out the Work in accordance with the Contract Documents;
- .5 reasonable evidence that Contractor has failed to pay subcontractors and/or suppliers; or
- .6 Contractor becomes insolvent or files for bankruptcy.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work.

§ 3.5.4 The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, all warranties required by the Contract Documents.

§ 3.5.5 This Warranty shall include the repair and/or replacement of all damaged materials resulting from the defective materials and/or workmanship. This shall include but not be limited to furniture, fixtures, equipment, finishes or any other affected materials or property.

§ 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. If the Owner is an institution exempt from sales tax, the Tax Exemption Number will be furnished to the Contractor. In addition, the Contractor and Subcontractors shall pay any and all compulsory taxes required or which may be imposed by any governmental agency, as applicable. Contractor shall be familiar with the current regulations of the Department of Revenue Services. The tax on materials, supplies, or products purchased for this Project and exempted by such regulations shall not be included in the Contract Sum.

§ 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. In connection with this, the Contractor shall attend such administrative meetings and public hearings as are required, communicate with the Owner and Architect as to the status of the same, and otherwise will diligently participate in the permitting and approval processes.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

§ 3.7.2.1 It shall be the sole responsibility of all Contractors to confer with the various inspection offices of the local, state, or federal agency having jurisdiction over this construction project with the intent of verifying acceptability of materials and methods of construction indicated and specified herein. The respective Contractors and/or Subcontractors shall visit the building inspector, plumbing inspector, electrical inspector, or any other inspection office having the authority for granting approvals or construction permits.

§ 3.7.2.2 All construction work shall performed in compliance with all prevailing codes and to the quality set forth in Section 3.5.

§ 3.7.2.3 It is the sole responsibility of the Contractor to determine what local ordinances, if any, will affect its Work. It shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chamber-of-commerce, planning commissions, industries, or utilities companies who have jurisdiction over lands which the Contractor occupies.

§ 3.7.3 If the Contractor performs Work knowing, or has reason to know, 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 damages and expenses attributable to correction, and be liable to Owner for the attributable costs and damages arising therefrom and defend, hold harmless and indemnify Owner against the adverse consequences thereof. If the Contractor observes that any of the Contract

Documents are at variance therewith in any respect, he shall promptly notify the Owner and Architect in writing so that the Owner may take such action as, at his discretion, the Owner may determine to be necessary. The requirements of the foregoing section do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such requirements exceed those of laws, ordinances, rules, regulations, and order of any public authority applicable to the Work.

§ 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 Bid and 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 and (3) could not have been discovered by Contractor prior to the Effective Date through the exercise of due diligence consistent with the terms of 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 7 days after first observance of the conditions. Pursuant to the Owner's request, the he Architect will promptly investigate such conditions and, if the Architect determines that such conditions (i) differ materially from those contained in the Contract Documents or (ii) are 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 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 that an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines such conditions are (i) not materially different from those indicated in the Contract Documents or (ii) not 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 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 make a claim as provided in Article 15. No request by the Contractor for an equitable adjustment to the Contract Sum or Contract Time under this sub-section or the following sub-section shall be allowed, unless the Contractor has given the required written notice and any such claim shall be deemed waived and abandoned. Further, no request by Contractor for such equitable adjustment shall be allowed if made after the Architect has issued the final Certificate of Payment.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites, memorial objects such as signs, trees, stones, etc. 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.

§ 3.7.6 In determining changes in Contract Time, under any circumstance, in proposed change orders submitted by the Contractor, a change will not be considered unless the Contractor provides documentation to the Architect and Owner that the circumstances described has substantially and materially adversely affected and lengthened the schedule approved. If the proposed change order adversely affects the schedule, the Contractor's request for additional Contract Time will be rejected.

§ 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, 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.

§ 3.8.4 No allowances shall be included in the Bid Documents by the Architect unless specifically requested by the Architect and approved in writing by the Owner.

§ 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. The Project Manager, Assistant Project Manager and Superintendent may not be removed without the prior written consent of the Owner. Owner reserves the right to have any employee of Contractor removed from the Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect and Owner to provide notice 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.

§ 3.9.4 The superintendent shall be in attendance at the project site at all times during the progress of the Work until the date of Substantial Completion, and for such time thereafter necessary for the completion of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work which will be considered the baseline schedule. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work and, (4) submittal/product approval activities. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The baseline schedule shall be approved prior to submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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. The submittal schedule shall be approved prior to the first Pay Application. The submittal schedule shall be updated and reviewed at progress meetings.

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

§ 3.10.4 The construction schedule shall be in a detailed critical path method (CPM) type format satisfactory to the Owner and Architect which shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work, including but not limited to hazardous material remediation, demolition, furniture and equipment deliveries, Substantial Completion, move-in activities, commissioning, training, punch list, and final cleaning; (2) identify each phase of construction and occupancy; (3) identify float time associated with non-critical path activities and (4) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Architect and Owner, the construction schedule shall be deemed the Baseline Construction Schedule for the Project and will be used to determine the validity of Claims for Additional Time as identified in Section 15.1.5. This Baseline Construction Schedule can only be modified with approved changes in Contract Time through the execution of a Change Order. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The construction schedule shall be updated regularly to reflect actual conditions or if requested by the Owner or at least monthly. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 At weekly or biweekly construction progress meetings, the Contractor shall submit detailed two (2) week look ahead schedules which depict specific activities to occur during that period.

§ 3.10.6 The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems and scheduling. The Contractor shall prepare and distribute minutes within three (3) working days of such meetings.

§ 3.10.7 The Contractor shall record the progress of the Project. Submit written progress reports not less frequently than monthly to the Owner and the Architect, including information on each Subcontractor and each Subcontractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractor's Work on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may require. Upon request, Contractor shall make the log available to the Owner and the Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the Project site for the Owner, the Contract Documents, including Change Orders, Construction Change Directives, other Modifications baseline schedule, current schedule, schedule of submittals, RFI log and other documents related to the Project as directed by the Architect, in good order and marked currently to record field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work. A designated complete set of Contract Documents shall be maintained by the Contractor and kept on-site at all times with up-to-date red-line modifications that accurately record field conditions different than those shown on the original documents. These red-lined drawings shall be turned over to the Architect for record purposes no later than thirty (30) calendar days after the date of Substantial Completion. This set of "red-lined" drawings shall be maintained and kept current by the Contractor and their completeness shall be routinely inspected by the Architect and Owner. If these "red-lined" drawings are not maintained by the Contractor or kept current during construction, then the approval of Applications for Payment, as defined in Section 9.3, shall be denied.

§ 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 how 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. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents. In collaboration with the Architect, Contractor shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

§ 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. Each Shop Drawing, Product Data, Sample and similar submittals shall have a cover sheet on them identifying the project name and address, contractor information, drawing and/or specification reference, submission date and contents of the submittal. Ample space shall be provided on this cover sheet to allow for the Contractor's and Architect's review stamps. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents.

§ 3.12.6 By submitting and approving 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 and (4) coordinated with information on Shop Drawings, Product Data, Samples, or similar submittals previously approved by the Architect or submitted by the Contractor for approval but not yet acted upon by the Architect, and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract.

§ 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. If the Contractor procures, performs or installs portions of the Work without required approvals, the Contractor does so at its own risk and such Work may be required by Owner to be removed or replaced with approved Work at no cost to the Owner.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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. Any submittals forwarded to the Architect for review that includes a deviation from the requirements of the Contract Documents or is not the specific make, model or manufacturer that was listed in the Contract Documents, shall have a completed Substitution Request Form attached to the submittal. This Substitution Request Form shall be provided by the Owner. Unless such deviation is identified by utilizing the Substitution Request Form, the Contractor shall not be relieved of the responsibility for the specific requirements of the Contract Documents even though the subject submittal was approved by the Architect. The Contractor shall not be relieved of responsibility for the Contractor's, Subcontractor's or Vendor's 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional who shall have and maintain reasonable limits of insurance, 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 to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than three (3) times shall be paid for by the Contractor to the Owner.

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets. Access to the site/building will be through Owner approved paths.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor shall in all cases exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting and damage is not permitted and the Contractor will be held responsible for such avoidable or willful cutting or damage.

§ 3.14.4 Except as may be required for demolition as specified in the Contract Documents, the Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by its work. Contractor shall be responsible for all damage caused to such utility by the operation of equipment or delivery of materials or as the direct or indirect result of any of its work and shall repair all such damage at its expense and as a part of the Work included in the Contract Documents. The Contractor shall not be entitled to any increase in the Contract Sum or the Contract Time on account of such damage to any utility.

§ 3.15 Cleaning Up

§ 3.15.1

§ 3.15.1 Contractor shall regularly and on a daily basis during the course of the Work keep the Site and all Work-related areas in a clean and safe condition to Owner's reasonable satisfaction by promptly removing and properly disposing of all debris and rubbish generated by Contractor's operations. Contractor shall maintain streets leading to the Site and used as a means of ingress or egress from the Site in a clean condition, and shall remove from these areas all of Contractor's (and Subcontractors') spillage and tracking arising from the performance of the Work, and shall promptly repair any damage to same. Contractor shall minimize the impact and effect of the Work and other activity on the Site on properties adjoining and nearby the Site, and shall take all necessary and commercially practical precautions (and comply with all applicable Laws) to prevent any debris including, but not limited to, fugitive dust, from entering or interfering with any adjacent or nearby property..

Except to the extent that Owner may designate otherwise in writing, a punch list prepared or required prior to the date of issuance of the Certificate of Substantial Completion shall include, but not be limited to:

- (a) removal of all wastes and rubbish;
- (b) cleaning of all walls and other surfaces including tile, wood and glass surfaces;
- (c) replacement of all broken glass (including removing labels, washing and polishing both sides);
- (d) cleaning and polishing of all plumbing fixtures and equipment;
- (e) restoring existing facilities such as roads, other paved surfaces, fencing and curbing at the Site to their pre-existing condition unless more is required by the Contract Documents;
- (f) requiring affected Subcontractors to promptly remove from the Site all temporary offices, tools, equipment, machinery and surplus materials not required for the continued performance of the Work and otherwise leaving the designated areas "vacuum clean;"
- (g) machine-sweep and clean all drive-way surfaces;
- (h) grind, smooth, and sweep clean any concrete surfaces, as necessary or desirable;
- (i) remove temporary protections;
- (j) remove marks, spots, dust, stains, fingerprints and other soil or dirt from all floors, tile, walls, finishes, marble, finished materials, fixtures, equipment and other Work, and wash or wipe clean and leave same in undamaged, new condition;
- (k) clean tubs, toilets and other fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged new condition;
- (l) clean all metal finished in accordance with recommendations of the manufacturer and accepted industry standards; and
- (m) clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to sheen.

Prior to Final Completion, Contractor shall complete any Punch List Items described above which were either not required by Owner at the time of Substantial Completion or which were not satisfactorily completed and accepted by Owner at the time of Substantial Completion.

§ 3.15.2 In the event Contractor fails to maintain the Site as described above in a manner satisfactory to Owner, and fails to complete appropriate clean up and/or removal activities within forty-eight (48) hours after receipt of Owner's written notice to do so, Owner shall have the right to perform such clean up and removal activities at Contractor's expense and may withhold and or deduct such costs from any amounts owed to Contractor or, if the deduction is insufficient, Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 All areas of new or existing construction which are damaged during the Project shall be restored to their original condition by the Contractor responsible for said damage or disturbance.

§ 3.15.4 The Contractor shall take proper measures to reduce, contain and control temporary site and building dust and dirt through the use of temporary enclosures, partitions, site watering, calcium chloride or other approved means.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, Contractor hereby indemnifies and agrees to protect, defend, and hold Owner, the Architect and the Owner's Representative, and their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Owner Indemnitees") harmless from and against any and all claims, liabilities, obligations, losses, suits, actions, legal proceedings, damages, costs, fines, penalties, punitive damages, expenses, awards, or judgments, including, without limitation, reasonable attorneys' fees and costs (whether or not suit is filed) (collectively "Actions"), any Owner Indemnitee(s) may suffer or incur or be threatened with and whether based upon statutory, contractual, tort or other theory, that are: (i) imposed by law, or (ii) arise by reason of or relating directly or indirectly to (a) the death of or bodily injury to any person or persons, including, without limitation, employees of Contractor, (b) injury to property (including loss of use and the Work itself and including all costs for repair or replacement of work, materials, supplies or equipment (whether on or off Site or in transit), including whether lost, stolen, damaged or destroyed), equipment or material, including, without limitation, any of the same resulting or arising out of the performance of the Work performed by Contractor or any Subcontractor, (c) violation of or failure to comply with or abide by any Laws, or variations from the Contract Documents in the actual construction of the Work, (d) any infringement of the rights of any third party, including, without limitation, copyright and patent rights (in connection with which Contractor shall pay all royalties and license fees), (e) any stop notices, mechanic's liens or similar claims relating to any labor, services, materials, goods or equipment whether provided by Contractor, Subcontractor and relating to the Work, and (f) any breach or alleged breach of Contractor's warranties, representations, obligations, covenants or agreements set forth in the Contract, and (iii) relate to or arise out of or result from, directly or indirectly, the performance of the Work, or from any act or omission of Contractor, or any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them are liable or responsible at law or under the Contract Documents, regardless of whether or not such Action is caused by an Owner Indemnitee. Subject to the limitations set forth in Section 3.18.2 immediately below, the indemnification provisions, including defense costs, shall include all attorneys' fees, investigation costs, expert witnesses, court costs, and other costs and expenses incurred by the Owner Indemnitees and Contractor Indemnitees, as the case are, to the extent their interests appear. The Contractor's indemnity obligations shall apply irrespective of whether or not any Subcontractors obtain or fail to obtain insurance coverages as required herein, shall apply during the performance of any Work, and along with Owner's indemnity obligation shall survive any termination of this Contract or the Final Completion of the Work.

§ 3.18.2

The Contractor's indemnification obligation covers all acts arising out of, but not limited to, the following: bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom:

- a. Caused by, incident to, connected with or arising directly or indirectly out of the performance of the Agreement with Owner;
- b. Arising directly or indirectly out of the presence of any person in, or about any part of the Project site or the streets, sidewalks and property adjacent thereto; or
- c. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment (including but not limited to, scaffolding, ladders, hoists, rigging, supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned by Owner, its officers, employees, agents or servants or other Indemnitees..

§ 3.18.3 In any and all Claims against the Indemnitees by any employee of Contractor or any of its subcontractors or consultants and/or anyone directly or indirectly employed by any of them or for whom they are responsible, the indemnification obligations under this Agreement 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 Contractor or any subcontractor or consultants under Worker's Compensation Acts, disability benefits acts or other employee benefit acts. If Contractor fails to defend any Indemnatee entitled to indemnification hereunder, such person may, but shall not be obligated, to defend any such Claims and the actual and reasonable cost thereof (including, without limitation, reasonable attorneys' fees and costs, whether incurred in or out of court and/or arbitration or as part of a regulatory, administrative or bankruptcy proceeding) shall be included as part of the Claims covered by Contractor's indemnity obligations hereunder. Owner reserves the right to approve or reject any counsel, expert or consultant intended to represent or work on Owner's behalf in fulfillment of the foregoing defense and indemnity obligations. Owner further reserves the right to supplement or hire additional or other counsel, experts or other consultants as Owner deems necessary to assure adequate defense and indemnity of Owner's interests. Contractor shall be responsible for, and promptly pay, all costs and expenses arising from or relating to all such counsel, experts or other consultants and the defense and indemnity obligations hereunder. All defense, hold harmless and indemnification obligations set forth in this section 3.18 and elsewhere in this Agreement shall survive termination and/or full or partial performance of the Agreement and/or the Project.

§ 3.18.4 It shall be the responsibility of Contractor to immediately notify Owner in writing in the event Contractor files for bankruptcy or has a judgment exceeding \$250,000 recorded against it during the course of Work and/or prior to final payment pursuant to this Agreement. The Contractor shall also promptly notify the Owner in writing if it becomes aware of any material change in the financial condition of any subcontractor performing a portion of the Work on the Project.

§ 3.18.5 In the event that the Contractor fails or refuses to indemnify any indemnitee hereunder, in addition to all other obligations and upon adjudication in favor of an indemnitee, Contractor shall be responsible for any and all costs associated with the Owner compelling the Contractor to comply with its obligations.

§ 3.19 Commissioning

§ 3.19.1 The Contractor will provide access to the Work as well as support and coordination to the Owner for the commissioning activities as described in Section 2.6.

§ 3.19.2 Any and all deficiencies identified during the commissioning process will be the responsibility of the Contractor to correct or complete in order to comply with and fulfill the requirements of the Contract Documents. These deficiencies must be corrected or completed as a condition for the issuance of the final Certificate for Payment.

§ 3.19.3 The requirements of the Contractor to support the Owner's commissioning process may include 1) balancing reports of mechanical systems approved by the Architect; 2) provision and coordination of training as required by the Contract Documents; 3) cooperation of Contractor's personnel with the Owner's commissioning personnel; 4) access to specific equipment or portions of the Work; 5) provision of systems and equipment documentation; and 6) provision of Operations and Maintenance Manuals.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect and Owner will provide administration of the Contract as described in the Contract Documents and the Architect and Owner's Representative will be the 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 and Owner 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, neither the Architect nor Owner will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and Owner 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Architect nor Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and Owner 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

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 Owner's Representative, if retained, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and Contractor shall be confirmed in writing to the Owner's Representative. Communications between Owner's Representative and Contractor shall be confirmed in writing to 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 and Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner 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 or Owner to the Contractor, Subcontractors, 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 and intent 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 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 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 order 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.

§ 4.2.8.1 The Architect will evaluate substitutions proposed by the contractor, whether as part of a cost reduction procedure or as otherwise, which are prepared and submitted in accordance with the requirements of subparagraphs 3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within 14 calendar days, or as requested in writing, as may, in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon contractor proposed substitutions and the architect's recommendations with respect thereto, which evaluation shall include, but not be limited to, a review of the total net change to project cost, taking into account the proposed change to the construction cost, the possible additional services costs of the architect, and the possible change in the contract sum, the contract time, or the requirements of the contract documents as a result of an Owner approved substitution shall be reflected in a Change Order.

§ 4.2.9 The Architect and Owner 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be affected by field order, or notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or instructions, it shall give notice provided in Section 15. 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. The Architect shall not be required to render interpretations the sole or primary purpose of which is the resolution of jurisdictional disputes between Contractor and Subcontractor or between Subcontractor and Subcontractor.

§ 4.2.12 Interpretations 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.

§ 4.2.13 The Owner'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 Contractor will review any requests for information submitted by Subcontractors prior to submission of the requests for information to the Architect to evaluate as far as practical, whether the requests for information are not already adequately answered in the Contract Documents. 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 fourteen (14) calendar days or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. The issuance of additional Drawings or Specifications shall not, in itself, serve as a basis for adjustment of cost or time.

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 the subcontractors of a Separate Contractor.

§ 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Prior to delivering its proposal for any person to conduct a portion of the Work, the Contractor, with input from the Owner and the Architect, shall confirm the qualifications of low bidders and validate that they have complete scope. If the bids of the construction subcontractors are rejected, the Contractor shall re-bid the respective packages.

The Contractor shall solicit bids for each trade or specialty contractor package. Upon its receipt of bids, the Contractor shall meet thereafter with the low bidders for each trade package to review their approach to the work, scope of bid, ability to perform the work and solicit value engineering suggestions. When proposing a person, the Contractor shall demonstrate to the Owner and Architect that the scope and price submitted by the bidder is within the parameters of the Control Budget.

Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. The Owner will make the final decision for the award of trade contracts and material purchases.

§ 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Intentionally Omitted

§ 5.2.6 Contractor shall furnish Owner and Architect with a copy of Contractor's proposed forms for use as subcontracts and purchase orders (which includes professional services agreements) for Owner's review and approval prior to Contractor's use thereof, and Contractor shall only enter into those subcontracts approved by Owner in writing,

without material modification; provided, however, subcontracts and purchase orders which do not subject Contractor to liability in excess of \$250,000 individually, and otherwise are in accordance with the Contract Documents, shall not require Owner's prior written approval. Contractor shall furnish to Owner a copy of each subcontract and purchase order it enters into in connection with the Work within ten (10) calendar days after execution of such subcontract or purchase order. All subcontracts and purchase orders shall require all Subcontractors to assume toward Contractor the same legal obligations and responsibilities which Contractor assumes toward Owner in this Contract, including requiring the indemnities provided in Article 3.18.1 hereof, except as specifically provided otherwise in the Contract Documents or waived by Owner in writing. All subcontracts and purchase orders shall require that the subcontract may not be assigned by Subcontractor but permit the assignment of the subcontract by Contractor to Owner or a third party designated by Owner, as provided herein. All subcontract agreements and purchase orders shall conform to the requirements of the Contract Documents. All subcontracts and purchase orders shall also provide that any warranties contained or referenced therein shall run to the benefit of and be enforceable by Owner and Owner's grant providers. Contractor shall not waive or fail to exercise any material or significant right or remedy under any subcontract or waive any material or significant default under any subcontract without Owner's prior written approval.

§ 5.2.7 Contractor shall not replace any Subcontractor who has been approved by Owner, unless Owner gives prior written approval to the replacement.

§ 5.2.8 In cooperation with, and upon notice to Contractor, Owner or Architect shall have the right at any time and from time to time to contact Contractor's Subcontractors to discuss the progress of their portion of the Work. Contractor shall have the right to be present at the time of any such direct communications, excepting only if Contractor is in default under the Contract or unreasonably refuses to attend meetings after Owner or Architect has given Contractor reasonable advance notice and opportunity to be present. Notwithstanding the exercise of any of Owner's rights of direct communication in the subcontracting process or the process of managing subcontracts, Contractor shall be responsible and liable to Owner for all acts or omissions of Subcontractors and their respective agents and employees and any other person performing any of the Work under an agreement with Contractor or any Subcontractor.

§ 5.2.9 Contractor hereby assigns to Owner all its interest in all subcontract agreements and purchase orders now existing or hereafter entered into by Contractor for performance of any part of the Work, which assignment will be effective only upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. Such assignment may not be withdrawn by Contractor prior to expiration of the Warranty Period, and Owner may accept said assignment at any time during the course of construction prior to expiration of the Warranty Period. Upon such acceptance by Owner: (a) Contractor shall promptly furnish to Owner the originals or copies of the designated subcontract agreements and purchase orders, and (b) Owner shall only be required to compensate the designated Subcontractor(s) for compensation accruing to same for Work done or materials delivered from and after the date as of which Owner accepts assignment of the subcontract agreement(s) or purchase order(s) in writing. All sums due and owing by Contractor to the designated Subcontractor(s) for Work performed or material supplied prior to the date as of which Owner accepts in writing the subcontract agreement(s) or purchase order(s), and all other obligations of Contractor accruing prior to Owner's written acceptance of such assignment, shall constitute a debt and an obligation solely between such Subcontractor(s) and Contractor, and Owner shall have no liability with respect such sums or any other obligations of Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns under the terms and conditions stated in this Section and that all such Subcontractors shall continue to perform their Work for Owner pursuant to the terms of the respective subcontract or purchase order. Owner agrees not to accept such assignment solely for the purpose of intentionally causing Contractor harm and in bad faith.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, 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 that the Contractor, by these Contract 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.

§ 5.3.2 Without limitation on the generality of the foregoing, each Subcontract written agreement (the "Sub-contract") and each Sub-subcontract agreement (the "Sub-subcontract") shall include, and shall be deemed to include, the following provisions:

1. An Agreement that the Owner is a third-party beneficiary of the Sub-contract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, express or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the Subcontract (or Sub-subcontract);
2. A provision that the Sub-contract (or Sub-subcontract) shall be terminable upon seven (7) days' written notice by the Contractor (or Subcontractor) or, if the Subcontractor (or Sub-subcontractor) has been assigned to Owner, by Owner;
3. A provision that neither the Contractor nor the Subcontractor (or Sub-subcontractor) shall have the right to require arbitrations of any disputes; and
4. A Provision requiring the Subcontractor (or Sub-subcontractor) to submit certificates and waivers of liens for work completed by Subcontractor (or Sub-subcontractor) or anyone directly employed by any of them as a condition precedent to the disbursement of the progress payment next due and owing.
5. Subcontractor (or Sub-subcontractor) hereby agrees that it shall have no claim for damages of any kind on account of any delay in commencement of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Contractor, the Owner, the Architect, or otherwise. Subcontractor (or Sub-subcontractor) acknowledges that its sole remedy for any such delay and/or suspension will be an extension of time as may be expressly provided herein.
6. Subcontractor (and Sub-subcontractor) acknowledges that delays resulting from changes in the Work, extreme weather, changes to the sequencing of the Work, material shortages, transportation, strikes and other causes are inherent in the construction process. Subcontractor (and Sub-subcontractor) acknowledges that it has accounted for delays in its prices and agrees to bring no claims for money damages as a result of any delay or hindrance. In the event that Subcontractor (or Sub-subcontractor) claims that it has been delayed or hindered, it shall submit a request for a time extension to Contractor in the manner and pursuant to the time periods set forth in the Contract Documents. If it is determined that Subcontractor (or Sub-subcontractor) has been delayed or hindered through no fault of its own, the time for performance hereunder will be extended and the extension of time will be Subcontractor's (or Sub-subcontractor's) sole remedy for the delay. Under no circumstances will the Contractor or Owner be liable to the Subcontractor (or Sub-subcontractor) for damages resulting from any delays or hindrances.

§ 5.3.3 Any entity other than the Contractor (i.e. subcontractors, vendors, suppliers, etc.) shall not have the right to require mediation, arbitration, or litigation of any dispute in those cases in which the Owner is a party or in which the outcome could affect the Contract Sum or the Contract Time, except at the sole discretion of the Owner.

§ 5.3.4 The Owner assumes no responsibility for the overlapping or omission of parts of the Work by various Subcontractors in their agreements with the Contractor, because this is solely the Contractor's responsibility.

§ 5.3.5 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Contractor, Owner, Architect, and their respective officers, directors, agents, and employees of any and all liability arising out of the respective Subcontractor's work.

§ 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 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.

§ 5.4.2 The Contractor shall, upon the request of Owner, submit a copy of each subcontract signed by Contractor in connection with the Project. Each subcontract shall contain a contingent assignment of the subcontract to the Owner consistent with Sections 5.3 and 5.4. In the event of such assignment and acceptance by Owner, the Subcontractor shall have no claim against Owner or any third party assignee of Owner for work performed by such Subcontractor or other matters arising prior to termination of the Contract and Owner or such assignee, as the case may be, shall be liable only for obligations to the subcontractor arising after such assignment or assumption. The Contractor shall include this assignment provision in all agreements, contracts, purchase orders or otherwise that it executes with its subcontractors, suppliers and other third parties.

§ 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 elects to assign the subcontract to a successor contractor or entity, the Subcontractor shall look solely to the successor contractor or entity with respect to any liability under the subcontract, but only to the extent the Owner would have had such liability if the subcontract had not been assigned to the successor contractor or entity.

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

§ 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 Unless otherwise required in the Contract Documents, 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12, unless mutually agreed otherwise by Owner and Contractor.

§ 6.1.5 The Owner reserves the right of access to any part of the Project at all times to inspect the same or to install other Work either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and the installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

§ 6.2.5.1 If a separate contractor sues or initiates a mediation, arbitration or litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's sole cost and expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

§ 6.2.6 The Contractor shall consult with its subcontractors and other contractors as soon as possible after execution of the Contract to coordinate all work phases in order that the Project as a whole can be completed in a professional and expeditious manner.

§ 6.2.7 In addition to any other indemnity obligation of Contractor hereunder, if a separate contractor sues or initiates a dispute resolution proceeding against the Owner on account of any damage or delay alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall indemnify, defend and hold the Owner harmless from any damages, costs or expenses.

§ 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. It will be the Owner's decision as to whether the Change Order work is executed via a Change Order, Construction Change Directive, or a minor change in the Work.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires signature by the Owner and Architect and may or may not be agreed to by the Architect and/or Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the

Contract Time shall be accomplished only by Change Order or by Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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

§ 7.1.4 The Contractor's itemized accounts for all expenditures or savings for additions to, or deductions from, the Work in the Contract Documents shall at all times be open to inspection by the Owner and Architect.

§ 7.1.5 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect or Owner, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect and Owner bona fide proposals from recognized suppliers for furnishing and material included in such Work. Such proposals shall be furnished at the Contractor's expense.

§ 7.1.6 The Contractor's proposal for a change in the Work, (Change Order Request), shall be itemized completely and shall include: Specific number of calendar days for additional time (if applicable); all material costs and quantities accompanied by the original manufacturer invoices; labor wages; unit prices; subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and approved daily time sheet tickets for work performed under the utilization of labor rates. The Architect's and Owner's refusal to approve a Change Order or Change Order Request due to the Contractor's lack of itemized backup information shall not be used to support a claim for additional time.

§ 7.1.7 The methods used in determining the adjustment to the Contract Sum due to the change in the Work may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.1.8 If the method utilized to execute the Change in the Work is based on the labor rates, unit prices and material costs, then actual daily time sheets/tickets, approved by the Superintendent and the Owner, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including these actual daily time sheets/tickets, approved by the Superintendent and the Owner, with the Change Order, Construction Change Directive, or minor change in the Work may be cause for their rejection.

§ 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.

§ 7.2.2 A signed Change Order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule, excluding all warranties and representations concerning quality and defects.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.2.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both addition 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.

§ 7.2.5 In calculating costs of proposed change orders by the Contractor, the Contractor's fee for the proposed change order shall be above the same rate as that established in this Agreement.

§ 7.2.6 In calculating costs of proposed change orders by the Contractor, the Contractor's general conditions costs shall be considered to be the actual costs for the added general conditions items; added costs for supervision may only be included if the change order includes an approved increase in contract time or an acceleration of the Work.

§ 7.2.7 Architect or Owner shall provide no oral orders or directives to change the Work and Contractor is not obligated to follow any such oral directives or orders. All such directives or orders shall be made in writing by the Owner or Architect. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation for such work and the Contractor shall not be excused from compliance with the Contract Documents. The requirements set forth in this Article 7 are the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, no oral, express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis for any claim to an increase in the Contract Sum or Contract Time. Changes in the Work may be made without notice to Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to Owner.

§ 7.2.8 A Change Order duly executed by Owner, Contractor and Architect shall constitute an all inclusive settlement on account of the changes in the Work described or referred therein including all direct, indirect, supplemental, consequential and cumulative costs, impacts and delays associated in any way therewith, and the Contractor's signature on a Change Order represents a waiver of any and all rights, if any, to make any further Claim on account of that instrument or the changes reflected therein. By executing a Change Order, the Contractor represents to the Owner that all subcontractors performing work under the Change Order have agreed to the terms of the Change Order, and the Contractor assumes full responsibility for, and shall defend, indemnify and hold harmless the Owner with respect to, any claims from subcontractors in connection with the Change Order or the performance of the Work covered by the Change Order.

§ 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. The Owner may also by Construction Change Directive order work to be performed that has been interpreted by the Owner or Architect to be part of the Work but is disputed by the Contractor through submission of a Claim.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or work interpreted by the Owner or Architect to be part of the Contract.

§ 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 and rates 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Owner shall determine 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, as determined per Sections 3.5, 3.6 and 3.7 of the AIA A701-1997, modified, Instructions to Bidders and the Bid Form. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner may prescribe, an itemized accounting

together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the Work involved and advise the Owner and 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.

§ 7.3.7 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.

§ 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 and Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determines, in the Architect's and Owner's professional judgment, to be reasonably justified. The Architect's and Owner'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 Contractor agrees with a determination made by the Architect and Owner 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.

§ 7.3.11 Notwithstanding the status of any proposed, pending or disputed Change (including any Construction Change Directive), or any dispute, and so long as Owner continues to timely make payment to Contractor of amounts properly due Contractor under and subject to the terms of the Contract Documents and not in dispute, Contractor shall not be entitled to and will not suspend any services under the Contract Documents, but will continue to be bound by the terms and conditions of the Contract Documents and will continue to perform all services thereunder and proceed diligently with the performance of its Work in accordance with the terms hereof, including completing any Work described in any Construction Change Directive, unless Owner directs in writing otherwise.

§ 7.3.12 Individual Change Orders or Construction Change Directives as described in the Contract Documents which when combined do not in the aggregate exceed ten percent (10%) of the Price, shall not be subject to inspection or approval by Contractor's surety on any performance or labor and material payment bond, whether or not the Change Orders (or Construction Change Directives) encompass "substantial" Changes in the scope of Work undertaken by Contractor. Contractor and/or Owner shall provide notice to the bonding company or companies as required by the companies.

§ 7.4 Minor Changes in the Work

The Architect, with approval from the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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. The term "calendar day" is a full 24 hour period starting from 12 am (midnight) and includes all weekends and legal holidays. If the last day of any time period specified in the Contract Documents within which a party is required to act falls on a Saturday, Sunday or legal holiday in Connecticut, the period of time within which the required action must be taken shall be extended to the next following regular business day. The term "business day" excludes Saturdays, Sundays and legal holidays in Connecticut. There shall be no winter shutdown period unless otherwise agreed to in writing by Owner.

§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.2.4 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 95% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Owner and Architect.

§ 8.2.5 If each of three successive Applications for Payments, as certified by the Architect, indicates that the actual Work completed is less than 95% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may, at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) fire or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (4) by other causes that the Contractor asserts, and the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, the Contractor's remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to as "Delays") whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1. In the event of a concurrent delay by the Owner, the parties agree to share in proportion to their fault, the direct cost and time associated with said delay. In no event shall the Contractor be entitled to any other remedy or compensation or recovery or any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, other than as set forth in this Section. In the event of a delay, the Contractor may submit a claim pursuant to Section 4.3 to recover from the Owner the Contractor's general conditions costs, equipment storage costs, increased direct costs of performance, demobilization and remobilization costs and other direct and unavoidable costs incurred during the period of such delay, but only to the extent delay is not caused by the Contractor. Contractor shall not be entitled to recover any consequential damages including, by way of example, interest on working capital, unabsorbed home office overhead or lost opportunity costs. Contractor shall include similar no damage for delay and no impact claim provisions in the agreements the Contractor executes with its subcontractors, suppliers and other persons or entities that Contractor employs to perform Work. Nothing in the Contract Documents shall be construed as preventing Owner from making a claim against Contractor for delay damages. No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observatory agency.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The description of the Work shall be broken down to indicate in detail labor and material costs associated with each area of Work. Any breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, will be rejected. The Schedule of Values shall be revised if later determined by the Owner or Architect to be inaccurate. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. Any change to such schedule of values must be approved by Owner and Architect in writing. By submitting such Schedule of Values, the Contractor warrants and represents that the schedule of values is accurate and not front-end loaded.

§ 9.3 Applications for Payment

§ 9.3.1 In order to expedite monthly payments during the course of the Project, the Contractor shall prepare for the Architect's and Owner's review a preliminary draft of the Application for Payment (pencil copy), at least approximately ten (10) days before the end of each month. The payment period shall conclude on the last of that month. Then, five (5) days before the end of each month the Contractor shall have made mutually agreed modifications of the pencil copy and the Contractor shall submit to the Architect and Owner for approval an itemized Proposed Final Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required. The

Contractor shall utilize and submit AIA G702 and G703, which shall be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Payments for changes in the Work which have not been formally approved in a Change Order, shall not be included.

§ 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Application for Payment will reflect the amount due to the Contractor for the cost of the Work less retainage as determined in the Owner-Contractor Agreement.

§ 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.

§ 9.3.2.1 In addition, for consideration of payment for stored products:

- (a) Storage shall be agreed upon in advance prior to shipment;
- (b) Location of storage shall be agreed upon in advance;
- (c) Contractor shall be responsible for, and pay costs of, the verification and inspection of storage;
- (d) Insurance certificate required for stored items; and
- (e) Bill of sale from supplier to verify transfer of goods to the Owner

§ 9.3.2.2 Schedule of Values and Construction Schedule will be considered in decision on any specific request for payment for storage.

§ 9.3.2.3 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the Work in the same manner as if such payment were not made.

§ 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 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 To the extent payment has been made by the Owner for amount due, Contractor hereby expressly waives, releases and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the aforesaid premises, or any part thereof, or any building or buildings thereon, for or on account of any work, labor and materials performed or furnished under this Agreement, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of Contractor; and in addition to other remedies of Owner herein, Contractor further agrees to save the Owner harmless from the lien or claim of liens against the aforesaid premises or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor and agrees, that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for liens, the Owner shall have the right to deduct from the amount otherwise due to the Contractor hereunder, an amount sufficient to indemnify it for any or all loss or damages which may result from such lien or claim; and the Contractor further agrees that this waiver shall be an independent covenant, and shall operate and be effective, not only with respect to materials furnished or labor performed under and any Agreement supplemental to this principal Agreement and under any Agreement for extra labor or materials for the above described premises and buildings.

§ 9.3.4.1 Each application shall include releases of liens from Contractor and each Subcontractor, with regard to Work that is covered on the previous Application for Progress Payment, and signed and acknowledged (by a notary); each application shall set forth all Subcontractors and any material suppliers with whom the Contractor has contracted, the amount of each such contract, the amount requested for the Application for Payment, and the amount to be paid to the Contractor from such progress payment.

§ 9.3.4.2 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a statement from each Contractor and Subcontractor certifying that there are no delay claims for the period being paid. In addition, each Application for Payment shall state the amount to which each Subcontractor, supplier of materials and equipment is entitled and shall be accompanied by the following:

- .1 Waivers of Lien in the form required by Owner from each Subcontractor and supplier or material and equipment to whom or which payment has been made, according to the affidavit;
- .2 A waiver of Lien by the Contractor in the form required by Owner; and
- .3 Satisfactory bills of sale for all materials and equipment for which payment is requested and which have not yet been incorporated into the Work, said bills of sale to evidence ownership of such material in Owner free of any liens, encumbrances and security interests. Applications for Payment shall not be accepted unless all of the foregoing documents are provided. The format and number of copies of the Application for Payment shall be as directed by the Architect or Owner's Designated Representative.

Failure by Contractor to provide the information in this Section or otherwise required by the Contract Documents, in a form acceptable to Owner and Architect, shall cause the application for payment to be incomplete and defective and suspend Owner's obligation to pay until such time as the defects are cured and the application for payment processed in accordance with the terms of the Contract Documents. In order to expedite progress payments during the course of the Project, Contractor, prior to submitting an application for payment, shall review with Owner and Architect a draft of such application in order to expedite and facilitate agreement with the amounts requested.

§ 9.3.5 To the extent payment has been made by the Owner for amounts due, Owner shall be entitled to withhold payment to Contractor upon receipt of notice of any intent to file a lien in an amount sufficient to protect the interests of the Owner.

§ 9.3.6 Contractor's acceptance of any payment shall constitute: (1) a warranty and representation by contractor that all workmen have been paid for the Work so done by them which is covered by such payments and that all subcontractors and suppliers of materials have been paid pursuant to the terms of their respective agreements, or shall forthwith be paid, out of the proceeds of such payment to the Contractor, and (2) a binding agreement by the Contractor to hold and apply such payment subject to and upon all of the terms and conditions set forth in their respective agreements.

§ 9.3.7 Contractor agrees to indemnify, defend and save harmless Owner from and against any and all claims and liens from any subcontractor, supplier or other claimant for which the Contractor is directly or indirectly responsible that may assert a claim arising from the Work on the Project and claims and actions brought or judgments rendered thereon, and from and against any and all loss, claims and expenses, including attorney's fees and disbursements, which Owner may sustain or incur in connection with the failure by Contractor to seek a discharge of such claim and/or the subsequent satisfaction of same as required herewith.

§ 9.3.8 The Owner, in addition to any other right or remedy under the Contract Documents, may, in its sole discretion, withhold from any application for payment then due or to become due the Contractor one and one half times the amount of any claim and/or lien filed against the Project or made against Owner, which is covered by any payment previously made by Owner to Contractor in accordance with the terms of the Agreement, until such claim and/or lien is discharged or otherwise satisfied.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect and Owner determines is properly due, and notify the Contractor of the Architect's and Owner's reasons for withholding

certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Architect's and Owner's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and professional judgment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may advise the Owner to 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 The overall percentage of Work satisfactorily completed by Contractor and each relevant Subcontractor (determined by comparing the amount of Work satisfactorily completed to the total amount of Work to be completed), is less than the overall percentage of payments determined by comparing (i) the sum of (a) all amounts previously paid by Owner; and (b) the pending invoice to be paid, to (ii) the total amount of the Cost of the Work.

.2 Contractor's failure to perform the Work in accordance with the Contract Documents, and/or failure to maintain insurance in compliance with the requirements of this Agreement.

.3 Defective Work not remedied in a timely manner after receipt of notice from Owner during the course of the Work or during the Warranty Period, as applicable. If any Work inspected by Owner is not to Owner's reasonable satisfaction in accordance with the Contract Documents, a condition of any additional payments to Contractor shall be the correction of any such unsatisfactory Work to Owner's reasonable satisfaction in accordance with the Contract Documents.

.4 Reasonable evidence of the failure by Contractor to make timely or properly due payments to Subcontractors.

.5 Contractor's failure to submit lien waivers as required pursuant hereto.

.6 The filing by Contractor or any Subcontractor of mechanic's liens or other claims relating to the Work against Owner, the premises of Owner, the Project and/or the Site, or the making or filing of any claim by any other party arising out of or relating to the Work or acts or omissions of Contractor, any Subcontractor or any other person for whose acts Contractor is responsible or liable at law or under the Contract Documents, except for those liens filed as a result of Owner's failure to make payment when due to Contractor under the Contract.

- .7 Contractor's failure expeditiously to remove mechanic's liens filed against the premises of Owner and/or the Site by Contractor or any Subcontractor, except for those liens filed as a result of Owner's failure to make payment when due to Contractor under the Contract.
- .8 The existence of Work, including Punch List Items, not fully completed or corrected after either Substantial or Final Completion.
- .9 Any failure by the Contractor to provide timely access to the Contractor's books and records for audit purposes to the extent described in Article 9.3.4 of this Agreement.
- .10 Owner's or Architect's good faith belief based on reasonable evidence that the Work cannot be completed for the unpaid balance of the budget.
- .11 Regarding any particular portion of the Work as shown on the Schedule of Values, any amount requested that is attributable to a portion of the Work not actually completed.
- .12 Owner's or Architect's good faith belief based on reasonable evidence that the Work will not be completed within the Contract Time.
- .13 Damage to property or Work or injury to persons attributable to the acts or omissions of Contractor, any Subcontractor or any person for whose acts or omissions Contractor is responsible or liable at law or under the Contract Documents.
- .14 Deviations from the Contract Documents other than those approved or permitted in accordance with the Agreement without an applicable Change Order or Construction Change Directive.
- .15 Any material breach or default or failure to perform by Contractor under the Contract Documents, including without limitation failure to maintain any required insurance, or any material inaccuracy in any of Contractor's representations or warranties.
- .16 A determination by Owner to nullify in whole or in part a prior approval of an Application for Progress Payment and/or prior payment made, because of subsequently discovered evidence or subsequent observations which otherwise would allow Owner to withhold pursuant to this Section or elsewhere in the Contract Documents.
- .17 Contractor's failure to obtain, comply with and keep valid and in full force, and deliver copies to Owner of, all approvals, permits, certifications, consents and licenses of governmental authorities or other parties having jurisdiction over the Site, the Project or the Work or contractual rights to approve or inspect any of the foregoing which are necessary at the stage of construction and/or otherwise existing and required to be complied with or satisfied when such disbursement to Contractor is to be made to enable Final Completion on or before the Contract Time.
- .18 It shall be a condition precedent to all payments to Contractor following the date that certificates of occupancy (or any other equivalent permits required for occupancy and use) are obtainable for the whole or any part of the Project prior to Final Completion, that Contractor obtain and deliver to Owner all such permits when they are first available to be obtained (unless due to the fault of Owner such certificates are not obtainable).
- .19 Encroachments by any part of the Work being constructed on the Site outside the boundaries of the Site.
- .20 An order or statement shall have been made by or received from any governmental, administrative or regulatory authority or agency stating that the whole or any part of the Work, and/or any proposed change thereto, for which Contractor or any Subcontractor is responsible or which relates to Contractor's or any Subcontractor's activities is in violation of any laws, unless such order or statement has been timely corrected

to the satisfaction of both the applicable governmental agency and Owner and evidence of such timely correction shall have been provided to Owner in form and substance satisfactory to Owner.

- .21 The existence of Disputed Claim Amounts (as defined in the Contractor's Certificate) in excess of \$75,000.00, in the aggregate on any one Application For Progress Payment; or
- .22 Owner's or Architect's good faith belief that the payment will not be reimbursed, in whole or in part, by the State of Connecticut.
- .23 failure to provide response to on-going construction commissioning reports.

§ 9.5.2 When the 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 9.5.1.4, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier 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 Contractor shall reflect such payment on its next Application for Payment. In no event shall joint payment create any obligations or contracts between Owner and a Subcontractor or supplier or create any rights in such Subcontractor or supplier against the Owner. The Contractor agrees that in the event Owner exercises its rights hereunder, Contractor shall endorse such joint check and the Contract Sum shall be reduced by the amount of such payment(s). If the Contractor fails or refuses to execute such joint check, the Owner may, in its sole discretion and for its sole benefit, pay the subcontractor or supplier or any other party directly and reduce the contract sum accordingly.

§ 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.

§ 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 All material and work covered by progress payments made shall upon such payment become the sole property of Owner, however the Contractor shall not be relieved from the risk of loss and responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work. Contractor represents and warrants to Owner that (i) title to all of the Work, materials and equipment covered by any Application for Progress Payment will pass to Owner upon the earlier of incorporation in the Work or receipt of payment by Contractor, and such title shall be free and clear of all liens, claims, security interests or encumbrances; (ii) the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract Documents; (iii) Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in this Agreement (Contractor's risk of loss, however, shall be subject to the terms and provisions of the OCIP); and (iv) no Work covered by an Application for Progress Payment and no material or equipment incorporated in the Work will have been acquired or incorporated into the Work, subject to an agreement under which an interest in the Work or an encumbrance on the Work is retained by the seller or otherwise imposed by Contractor or such other person.

9.6.9 Materials Off-Site. All materials which are the subject of an Application for Progress Payment (or Application for Final Payment, if applicable) shall be stored at all times at the Project, in a bonded warehouse or such other secured facility satisfactory to Owner, or at the premises of the manufacturer or fabricator (in which event the materials shall be appropriately marked and identified with the applicable purchase contract and physically segregated in an area with access to a public street), until the materials are incorporated into the Project; provided that if the materials are stored with the manufacturer or fabricator, Owner must receive evidence satisfactory to Owner of the creditworthiness of the manufacturer or fabricator and/or Contractor shall procure and deliver or cause to be procured and delivered to Owner such dual obligee performance and labor and material payment bond or bonds, in form, substance and amount satisfactory to Owner, as Owner may require. Furthermore, Contractor shall:

- .1 use the materials only for construction of the Project, and not make any transfer thereof or permit any lien to attach thereto which could materially impair the ability of Owner to use the materials for such purpose;
- .2 take or cause to be taken all actions necessary to maintain, preserve and protect the materials and keep them in good condition and repair, and to comply with all laws, regulations and ordinances relating to the ownership, storage or use of the materials;
- .3 cause to be delivered to Owner any applicable bailee waivers where such bailee rights exists, and the original warehouse receipt covering any stored materials, and ensure that such stored materials have been stored in such a way as to eliminate the possibility that they will be commingled with other materials or projects; and
- .4 if Contractor shall fail to perform any of its obligations under this Section after Owner has made payment to Contractor for the materials, Owner may, but shall not be obligated to, take such actions and expend such sums as are necessary in Owner's judgment to protect and preserve Owner's interest in such materials, and all such expenditures so incurred (including, without limitation, attorneys' fees and disbursements) shall be repayable by Contractor promptly on demand and shall be Non-Allowable Costs of the Work.

§ 9.7 Failure of Payment

§ 9.7.1 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 thirty 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Owner's exercise of any right granted to it under the Contract Documents to reduce payment to the Contractor or to delay or suspend full or partial payment to Contractor as a result of Contractor's failure to perform according to the Contract Documents or to pay third parties shall not constitute a failure of payment under section 9.7, nor shall it be cause for Contractor to stop or suspend Work or grounds for termination by Contractor under Article 14.

§ 9.7.2 Notwithstanding anything to the contrary, in no event shall the Contractor stop the Work in connection with any withholding or payment for an item or failure to make payment relating to an item made in connection with a good faith dispute.

§ 9.7.3.Liens

(1) If any subcontractor, vendor, or any other party for whom the Contractor is responsible files any lien against the Project and/or the Project site, the Contractor shall discharge such lien within fifteen (15) calendar days of the Contractor's learning of such lien, unless the Owner requests that the Contractor obtain a lien discharge bond in which case the Contractor shall obtain within the same fifteen (15) calendar day period, at no cost to the Owner, a lien discharge bond for which both the surety and the form of bond are acceptable to the Owner, (2) If the Contractor fails to discharge such lien (or, if requested by the Owner, fails to obtain a lien discharge bond acceptable to the Owner) within such fifteen (15) calendar day period, the Owner shall have the right to withhold from the next progress payment or any other sum payable to the Contractor an amount equal to one hundred and fifty percent (150%) of the total of (i) the amount of such lien plus (ii) reasonable costs and expenses the Owner may incur related to such lien. The Owner may either: (i) apply amounts so withheld to discharging such lien and paying the costs and expenses for such discharge; or (ii) retain such amounts (including amounts for costs and expenses) until such liens are discharged by the Contractor, thereafter crediting to the Contractor any amounts remaining after payment of the costs and expenses the Owner incurs related to such lien. (3) The Contractor shall defend, indemnify, and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, unless and to the extent that such liens are the result of the Owner's failure to make timely payment of amounts due to the Contractor in accordance with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1

"*Substantial Completion*" means the stage in the progress of the Work when (a) the Work in its entirety, or a designated portion thereof which Owner agrees to accept separately, is sufficiently complete in accordance with the Contract Documents and all applicable Laws to enable Owner to fully occupy and utilize the Work, or such designated portion thereof which are requested in writing by Owner, for all of its intended purposes and all aspects of such Work and the Project can be open to the general public; (b) all Project systems included in the Work (including, without limitation, all life safety systems) are operational and functioning as designed and scheduled; (c) all instruction of Owner's personnel in the operation of the Project systems has been completed; (d) all final finishes within the Contract are in place; (e) the Work is otherwise satisfactory to Owner in accordance with the Contract Documents; and (f) no liens, claims or encumbrances have been filed or are outstanding with respect to the Work. In general, the only remaining Work shall be minor in nature, so that Owner could occupy the building(s) comprising the Project and fully utilize such building(s) on that date, and all elements are fully functional and operable as provided in the Contract, and the Final Completion of the Work by Contractor would not materially interfere with, disrupt or hamper Owner's use, occupancy or enjoyment of the Project, including the intended normal business operations of the Project, or detract from the aesthetic appearance of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion which the Owner agrees to accept separately, is substantially complete, as defined in Section 9.8.1 above, the Contractor shall notify the Architect and Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final payment and (2) all Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the

Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them, and shall, in addition, reimburse the Owner for the cost of any change in the Architect's services resulting from such a second and any subsequent preliminary reviews. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. 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 and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner'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 or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner to determine Substantial Completion.

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

§ 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof in accordance with Section 9.8.6. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The retainage, as determined by the Owner Contractor Agreement, will continue to be withheld in full, and the Owner will release such retainage within thirty (30) days after the date of the issuance of a Certificate of Substantial Completion by the Architect. The Owner will continue to hold retainage in an amount of one hundred fifty percent (150%) of the estimated cost of incomplete or unsatisfactory work. Further, the Owner will consider a reduction of retainage on a trade-by-trade (subcontractor-by-subcontractor) basis based upon their satisfactory progress and/or substantial completion of their Work prior to project Substantial Completion.

§ 9.8.7 Either party may initiate procedures for Substantial Completion of the Work in its entirety or a designated portion thereof, but Owner shall not be required to make a determination and accept partial Substantial Completion unless: (a) specific areas or phases of the Work are designated for partial Substantial Completion by Owner; or (b) Owner assumes physical possession of a portion of the Work solely for purposes of Owner's full use and occupancy. The use or occupancy of a portion of the Work by Owner or its other contractors to inspect and/or correct defective workmanship or install FF&E or other work shall not be considered as use and occupancy.

§ 9.8.8 Unless waived by Owner in writing, Substantial Completion of either the Work in its entirety or a designated portion thereof shall not occur earlier than the date of all designated or required governmental certificates of occupancy and other permits, inspections and certifications for the Project or such portion thereof as the case may be, have been achieved and issued to Owner by the relevant governmental authority, and posted for the Project or such portion thereof, by the relevant governmental authority (provided that a temporary certificate of occupancy ("TCO") rather than a permanent certificate of occupancy may have been achieved and issued to Owner, and posted, so long as the obtaining of a temporary, rather than a permanent, certificate of occupancy does not prevent any aspect of the Project from being open to the general public).

§ 9.8.9 Prior to the issuance of a Certificate of Substantial Completion by Owner, the parties shall develop a final punch list which must be completed prior to Final Completion. The final punch list shall include the Contractor's Punch List Items and other incomplete or missing items which Owner elected in its discretion to waive for purposes of Substantial Completion.

§ 9.8.10 Immediately prior to the issuance of a Certificate of Substantial Completion, Owner, Architect and Contractor shall jointly inspect and document the condition of the Work, or designated portion thereof, at the time of Owner's initial possession to determine and record its condition. Such inspection and acceptance by Owner shall not, however, alter the Contractor's responsibility to complete all Work necessary for Final Completion in accordance with the Contract Documents, including items discovered by Owner after Substantial Completion.

§ 9.8.11 Owner shall have the final decision as to whether or not Contractor has achieved Substantial Completion. When Owner determines that the Work in its entirety, or a designated portion thereof, is substantially complete and a TCO has been obtained therefor, Owner shall prepare and issue a "*Certificate of Substantial Completion*," which shall certify the date of Substantial Completion.

§ 9.8.12 Notwithstanding any provisions in the Contract Documents which may indicate otherwise, Owner's acceptance of partial Substantial Completion and the possession, use and occupancy of any portion of the Work prior to Substantial Completion of the Work in its entirety, shall not in any manner constitute a waiver by Owner of any of the provisions or requirements of the Contract Documents, including, but not limited to, Contractor's warranty obligations and Contractor's obligations to achieve the contract time set forth in Article 8 of this Agreement.

§ 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 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.

§ 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 and Owner will promptly make such inspection. When the Architect and Owner 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 professional judgment, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner prior to submission of the final Application for Payment. The final payment will not be made by the Owner until all close-out documents including as-built documents, operation and maintenance manuals, training and any other requirements identified in the Contract Documents have been received and accepted by the Owner and provided in the media and format requested by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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 and Owner 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, corrected, 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 the 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.

§ 9.10.3.1 If after ninety (90) calendar days after Substantial Completion of the Work, or as otherwise stated in the Owner-Contractor Agreement, Final Completion thereof is not achieved due to actions or inaction of the Contractor, in addition to other remedies including Liquidated Damages, the Contractor shall reimburse the Owner for any and all costs incurred by the Owner for professional fees, including those of the Architect and Owner's Representative.

§ 9.10.4 Intentionally omitted.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

§ 9.10.6 In addition to the foregoing, and as limitation upon any foregoing language or general provisions, "*Final Completion*" means that stage in the progress of the Work when Owner determines that the Work has been properly completed and equipped by Contractor in accordance with the Contract Documents, including (a) completion of all punch list items (including Contractor's Punch List Items), (b) the submittal to Owner of all documentation as described in the Contract Documents, (c) completion in compliance with all applicable Laws, and (d) all obligations of Contractor under the Contract Documents (except for those obligations which are intended to be satisfied after Final Completion) are fully satisfied, and the Work is otherwise satisfactory to Owner. When Contractor considers that the Work is finally complete, Contractor shall so notify Owner in writing requesting a Certificate of Final Completion. Such notice shall be accompanied by, and it shall be a condition to Final Payment and Final Completion that Contractor deliver to Owner, the following:

.1 An affidavit that all payrolls (including all union dues, health, welfare, pension plan and other labor associated contributions), invoices for all labor, materials and equipment and all other indebtedness connected with the Work for which Owner or its property might in any way be responsible, and for which Owner has paid the Contractor, have been paid or otherwise satisfied.

.2 Unconditional Final Lien Waivers from Contractor and all Subcontractors and all other persons providing any services, labor or materials in relation to the Work, including certified copies of waivers of all liens filed during the course of the Work and not previously provided to Owner, and no liens, claims or other encumbrances have been filed or are outstanding with respect to the whole or any part of or interest in either the Site or the Work.

- .3 All final occupancy certificates obtained from any government authority and all other required approvals and acceptances as necessary or required for the full use and occupancy of all aspects of the Project by any city, county and state authorities having jurisdiction and not previously provided to Owner;
- .1.4 All written guarantees and warranties under the Contract for Contractor and Subcontractors, all required operation and maintenance manuals for major equipment required under the Contract all in form and substance satisfactory to Owner; and assignment documentation assigning to Owner in form and substance satisfactory to Owner any remaining warranties and guarantees pertaining to the Work and not previously provided and assigned to Owner, and Contractor agrees to assist Owner in the prosecution and enforcement of all such assigned warranties and guarantees.
- .5 An affidavit certifying that Contractor has timely paid all federal, state and local taxes due arising out of the Work in a form satisfactory to Owner.
- .6 An affidavit certifying that Contractor shall maintain completed operations insurance in amounts required by the Contract Documents for a period of two (2) years after Final Completion and a certificate of the insurer evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be cancelled or allowed to expire until at least 60 days' prior written notice has been given to Owner.]
- .7 All operating, maintenance, servicing and cleaning manuals and instructions, spare parts, maintenance stocks and spare materials provided by Subcontractors and/or reasonably required by Owner for beneficial use of the Work for its intended purpose, and if requested by Owner adequate verbal instructions in the operation of mechanical, electrical, plumbing and other systems.
- .8 A complete and accurate set of as-built Drawings, to the highest professional standards, which clearly delineate any changes made to the latest approved Drawings and Specifications.
- .9 An accounting of the credits due Owner for the value of any excess items paid for by Owner and a complete detailed statement of the Cost of the Work showing, without limitation, all expenditures for which state or federal tax credits or deductions may be allowed.
- .10 Any documents, instruments, releases, affidavits, certificates and indemnities reasonably required in order to permit Owner and Owner's grant providers to secure endorsements in form and content satisfactory to them to their respective policies of title insurance for the Site, including without limitation that no mechanics or materialmen's liens appear of record, and that there are no encroachments or violations of any recorded covenants, conditions or restrictions affecting the Site.
- 11 Such documents and other items so that Owner will receive and Owner does receive a release and complete refund without deduction or offset of all security, bonds and/or cash amounts provided by or on behalf of Owner and held by or for the benefit of any administrative or governmental agency.
- .12 If required by Owner or Architect, 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 or the Work which may then or in the future affect the Project or Site, and to the extent and in such form as may reasonably be designated by Owner (if a Subcontractor refuses to furnish a release or waiver required by Owner, Contractor shall furnish a bond satisfactory to Owner to indemnify Owner against such lien and cause it to be paid and released; if such lien remains unsatisfied after payments are made, Contractor shall immediately refund to Owner and indemnify Owner against all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees).
- .13 Owner shall have received (at Owner's expense) an updated survey of the Site showing the Work "as built."
- .14 Master, submaster and special keys with keying schedule.

.15 Consent of any surety to Final Payment.

.16 Such other certificates, instruments and affidavits relating to the Work as Owner or Owner's grant providers may reasonably require.

§ 9.10.7 Notwithstanding Section 9.10.1, upon receipt of Contractor's request for a Certificate of Final Completion and all submittals that comply with this Section immediately above, Owner shall promptly make appropriate evaluations and inspections as follows:

.1 If Owner considers that the Work is fully completed in accordance with the Contract Documents, Owner shall promptly so advise Contractor.

.2 In the event that Owner does not agree that Final Completion has been achieved, Owner shall promptly so advise the Contractor in writing of the remaining items to be completed for purposes of Final Completion.

.3 After Contractor satisfies all remaining items necessary for Final Completion, Contractor may submit a further written notice to Owner stating that the Work is ready for re-inspection. All re-inspections to determine if the Work is acceptable for purposes of Final Completion shall be jointly made by Owner and Contractor.

.4 Owner shall have the final decision as to whether Contractor has achieved Final Completion. When Owner agrees that the Work is finally complete, which agreement Owner agrees not to unreasonably delay, Owner shall prepare and issue a "*Certificate of Final Completion*," which shall set forth the date of Final Completion, and Owner may file a Notice of Completion.

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. The Owner assumes no responsibility or liability for the safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 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, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 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. Notwithstanding any provision to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else. The Contractor shall notify the Owner in writing of all bodily injury, property damage, death, theft, or vandalism relating to the Project within one working day of such occurrence. Upon the request of the Owner, the Contractor shall provide the Owner with all safety programs for the Work or any portion of the Work.

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 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 the 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.

§ 10.2.9 The Contractor shall, within five (5) business days, report in writing to the Owner and Architect all accidents out of or in connection with the Work that caused death, personal injury or property damage, giving names of those involved and any witnesses.

§ 10.2.10 The Contractor shall be solely responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.11 The Contractor shall, at all times, be solely responsible for maintaining fire safety on the site, including prompt removal of all combustible rubbish, provision of fire extinguishing apparatus, and other measures, and/or services specified herein or required by the State Fire Marshal or other authority having jurisdiction. If such authority determines that the Contractor has failed to provide or maintain adequate fire safety, the Contractor shall, at its own expense, provide any compensatory services, equipment or devices required by the authority having jurisdiction, including but not limited to maintaining a continuous fire watch.

§ 10.2.12 Cutting and welding to be performed in or immediately adjacent to existing spaces and shall not be performed without written approval of the Owner for each instance.

§ 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, and material suppliers and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material suppliers or subcontractors, to so comply.

§ 10.2.14 The Contractor shall, at all times, protect excavations, trenches, buildings, and materials from rain water, ground water, ice, snow, back-up or leakage of sewers, drains, or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.15 The Contractor shall remove snow or ice within the limits of the Work indicated in the Contract Documents which might result in damage or delay.

§ 10.2.16 During the progress of the Work and at all times prior to the Date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents. The use of the permanent heating system for temporary heat shall be subject to the prior written approval of the Owner and Architect.

§ 10.2.17 The Contractor shall be solely responsible for protecting the Work, materials and equipment at all times from commencement of Work until completion of its Work. It may, if it wishes, employ watchmen to assure such protection.

§ 10.2.18 In case of an emergency involving danger to life or property, the Contractor may act at its discretion to prevent injury or damage to the threatened life or property.

§ 10.2.19 The Contractor shall maintain its hand tools, machinery, personnel protective equipment, etc. in safe operating condition and shall require its subcontractors and individual mechanics to maintain their equipment in the same condition.

§ 10.3 Hazardous Materials and Substances

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

§ 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. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

§ 10.3.2.1 If Hazardous Material is determined to be present on the site, the Contractor will cooperate with the Owner and the Owner's consultants and contractors to coordinate the Work in conjunction with the abatement, handling, disposal, or other procedures related to the presence of the Hazardous Material to maintain a safe working environment and to progress with the execution of the Work to avoid delay.

§ 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 reasonable 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 hazardous 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 hazardous 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 reimburse the Owner defend and hold harmless for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents or as required by the Owner. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Such coverage shall be maintained for no less than four (4) years following final payment. The Owner shall be named additional insureds. Contractor shall provide a Blanket Additional Insured Endorsement. Contractor shall provide Owner with evidence of workers' compensation coverage. The Contractor shall not commence the Work under the Contract nor permit any subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled, or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety, form and substance of the bond shall be satisfactory to the Owner. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state in which the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner may purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required

by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused, to the extent of actual recovery of any insurance proceeds obtained pursuant to this Section..

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall within seven (7) calendar days or such other time period as Owner may otherwise agree to in writing, correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before 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, and any cost, loss or damage to the Owner resulting therefrom, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 Contractor covenants and agrees that it will, upon notice from Owner, immediately repair, replace, restore, correct and cure at Contractor's expense, all defects, deficiencies, errors and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the date of Substantial Completion of the Project; provided, however, that: (i) this warranty and guarantee on the part of Contractor, and Contractor's obligation to correct defective, deficient or non-conforming Work as hereinbefore provided, shall remain and continue in full force and effect as to those components of the Project specified in the Contract Documents for the extended periods specified in the Contract Documents, likewise commencing on the date of Substantial Completion unless otherwise indicated in the Contract Documents; and (ii) with respect to any incomplete or defective item of Work completed or corrected by Contractor after the date of Substantial Completion of the Project (i.e., punchlist work) this warranty and guarantee shall commence when such incomplete or defective item of Work is satisfactorily completed or corrected by Contractor in each instance. Contractor shall pay for and, if requested, repair, replace, restore, correct and cure any damage or injury, whenever the same shall occur or appear during the applicable warranty period, resulting from any defects, omissions or failures in workmanship and materials. The foregoing guarantee and warranty shall not shorten any longer warranty period or longer period of Contractor's liability provided for by law or in the Drawings or Specifications or in any other Contract Document or otherwise received from Contractor or any supplier, Subcontractor, Sub-subcontractor or any manufacturer, nor supersede the terms of any special warranty given by Contractor, imposed by law or required by the Contract Documents, but shall be in addition thereto.

§ 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.

§ 12.2.3 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

Notwithstanding anything to the contrary contained herein, it is understood and agreed that the warranty and guarantee set forth in this Article 12 shall not affect, limit or impair Owner's right against Contractor and its surety with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period. Contractor shall be and remain liable and responsible to correct and cure and such latent defects which are reported to Contractor by Owner in writing within one (1) year after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner.

Notwithstanding anything to the contrary contained herein, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required under Section 12.2 from time to time (whether punch list or warranty work), Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective work to be done by others and recover the costs thereof, together with damages and reasonable attorney fees, from Contractor and his surety, in addition to all other rights and remedies available to Owner against Contractor and his surety hereunder and at law and in equity for such default by Contractor.

§ 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 even if such Work was installed as submitted and approved in shop drawings. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 engaged by the Owner, or with the appropriate public authority. The Owner will hire and pay for services as outlined in Section 2.2.6, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 including testing and costs related to remedial work..

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.4.7 The Owner shall have the right to conduct testing and inspections related to, but not limited to, commissioning as outlined in Section 2.6 and 3.19.

§ 13.5 Interest

No interest will be paid by the Owner.

§ 13.6 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.

§ 13.7 No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing. Neither the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use of occupancy of the Work, or any part thereof, the making of Final Payment, or any other action or inaction, on the part of the Owner or Architect shall constitute a waiver of claims by the Owner or an acceptance of any Work which is not in accordance with the Contract Documents either by the activities or duties of the representation of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

§ 13.7 This Agreement shall not be recorded. If this Agreement shall be recorded contrary to this provision, such recording shall be ineffective and Owner is hereby authorized for and on behalf of, and in the name of Contractor to execute and have recorded a discharge of any such recording.

§ 13.9 The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word, or other provision of the Agreement or these General Conditions and any exhibits or documents attached thereto shall not affect the remaining portions thereof.

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 60 consecutive days through no act or fault in whole or in part 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, provided, resumption is not likely within a reasonable time;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped provided, resumption is not likely within a reasonable time; or
- .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 then due and owing within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 properly executed, including reasonable overhead and profit on Work properly executed, and actual costs reasonably incurred by reason of such termination. Contractor shall not be entitled to recover overhead and profit on Work not properly executed or any other termination fee.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or be adjudged a bankrupt, or if he should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to provide Contractor's representatives satisfactory to Owner, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for materials or labor, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregard an instruction, order or decision of the Architect, or otherwise be guilty of a substantial violation of any provisions of the Contract, then the Contractor shall be in default, and the Owner, may, without prejudice to any other right or remedy and after seven (7) days' written notice to the Contractor, make good such deficiencies and may deduct the costs thereof, or at his option, may terminate the Contract and the employment of the Contractor, take possession of all materials, equipment, and construction equipment intended for or to be incorporated into the Project, wherever stored, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner 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' 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, Owner's attorney fees and costs 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 reviewed by Architect, 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. In said event, the Owner shall equitably adjust the Contract Sum and Contract Time, if warranted.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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. Under such circumstances, this Agreement shall terminate on the date set forth in the written notice from the Owner to Contractor. The Contractor agrees to immediately prepare to cease performing all Work on the date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the Owner under this Contract as of the date of termination. To the extent that the Owner elects (and Contractor hereby grants to the Owner the right to elect to do so in connection with termination of this Contract) to take legal assignment of subcontracts or purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Section and otherwise under this Contract, at the Contractor's sole cost and expense, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts or purchase orders and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. Otherwise, Contractor shall terminate such subcontracts and purchase orders as of the date of termination or as soon as possible thereafter. In the event an attempted termination by the Owner for cause is not justified, it shall be deemed a termination for convenience under this section.

§ 14.4.2 Upon receipt of 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, as directed by Owner, either terminate all existing subcontracts and purchase orders or assign them to Owner and enter into no further subcontracts and purchase orders.

§ 14.4.3

Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead anticipated and/or unearned profits, consequential or indirect damages.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Architect. Claims by the Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim.

After a Change Order Request or a formal Change Order has been executed, no additional Claim based on the same scope of work will be considered.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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 which are not the subject of a good faith dispute in accordance with the Contract Documents. The Owner shall have no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question during the pendency of any mediation, arbitration, or other proceedings to resolve such matters. Owner shall continue to make payments of undisputed amounts.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.4.3 If the Contractor submits a claim that is interpreted by the Architect or Owner as being part of the Work and the Contractor disputes this interpretation, a Construction Directive will be issued per Article 7. The Contractor shall immediately proceed with the execution of the disputed Work.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall be as per Article 8.3.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be as per Article 8.3..

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Interpretation

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to Architect for initial interpretation. An initial interpretation shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Architect and all affected parties agree, the Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect 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) recommend approval of the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to interpret the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to interpret the Claim.

§ 15.2.3 In evaluating Claims, the Architect 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 Architect in rendering an initial interpretation. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Architect 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or recommend approval of the Claim in whole or in part.

§ 15.2.5 The Architect will render an initial interpretation or indicate that the Architect is unable to interpret the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial interpretation shall be considered by 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 interpretation at any time, subject to the terms of Section 15.2.6.1.

§ 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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 mutually agree that arbitration is the method for binding dispute resolution, 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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. Any unresolved claims between Owner and Contractor, Owner and Architect, Contractor and Architect, Contractor and its Surety, or Contractor and its Subcontractors or Suppliers may be submitted for arbitration as provided in this Section 15 and any or all of the parties named above shall, at the Owner's request, be joined or consolidated therein.

§ 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 those of the Owner and Contractor under this Agreement.

15.4.5 Records.

.1 To facilitate audits by Owner including, without limitation, for any purpose related to Change Orders, Changes or Change Proposals, Contractor shall at all times implement and maintain, and require its Subcontractors to implement and maintain, such cost control systems and daily record keeping procedures as may be necessary to attain proper fiscal management and detailed financial records for all costs related to the Work and as are otherwise reasonably satisfactory to Owner. All cost and pricing data shall include, without limitation, the identification of any markups, vendor quotations and pricing methodologies. Records to be maintained by the Contractor, its Subcontractors for purposes of the Contract, including for purposes of all audits conducted by Owner shall include, but not be limited to

the following: (a) payroll records and payroll burden costs on actual wages and salaries (payroll taxes, insurance, benefits, etc.); (b) all correspondence, minutes of meetings, daily logs including schedule status reports, memoranda and other similar data; (c) items such as bids, proposals, estimating work sheets, quotes, cost recaps, tabulations, receipts, submittals, , general ledger entries, canceled checks and computer data relating to the Work and this Contract, and (d) all other data relating to or arising out of the Work and any other similar supporting documentation reasonably required by Owner. It is further agreed that records subject to audit include Project-related records maintained by parent companies, affiliates, subsidiaries or other related parties. Contractor's failure to cooperate or to provide access shall be a material breach of this Contract.

If any inspection by the Owner of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, including, without limitation, any untimely request for payment, in addition to other remedies the Contractor shall pay the Owner upon demand, when the overage is in excess of 0.25% of the Work, all the overcharged amount along with the complete cost of the administrative expenses incurred in determining the overage. The requirements of this Paragraph shall not apply to any portion of an overcharge which is the subject of a good faith dispute between the Owner and Contractor.

15.4.6 Independent Contractor

.1 While Contractor is required to perform the Work in strict accordance with the Contract Documents, Contractor shall at all times be an independent contractor and responsible for and have control over all construction means, methods, techniques, sequences and procedures for constructing, coordinating and scheduling all portions of the Work to achieve the requirements of the Contract Documents. Nothing in the Contract Documents shall be deemed to imply or represent or be construed to (a) make Contractor, its supervisors, employees, its Subcontractors of any tier the agents, representatives or employees of Owner, or (b) create any partnership, joint venture, or other association or relationship between Owner and Contractor or any Subcontractor, nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against Owner or Contractor which does not otherwise exist without regard to the Contract Documents. Any approval, review, inspection, supervision direction or instruction by Owner or any party on behalf of Owner, including any of Owner's grant providers, in respect to the Work or services of Contractor shall relate to the results Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status or obligation to perform the Work in accordance with the Contract Documents.

15.4.7 Appropriation.

The parties recognize that payments, including claims for additional payments, under this Contract by Owner are expressly dependent and contingent upon the Owner's appropriation of funds according to the General Statutes and the Owner's Charter. In the event that the Owner does not appropriate sufficient funds the Owner may terminate this Agreement and all work. In the event of termination of this Agreement and the work, the Owner shall be responsible to pay the Cost of Work to the date of the termination.

15.4.8 Compliance with wage laws and Special Owner resolutions.

Contractor shall comply at all times, and require all subcontractors to comply, with all minimum wage laws, including any obligation to pay prevailing wages.

**Minimum Rates and Classifications
for Building Construction**

ID#: 22-35807

**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: 22-130

Project Town: Waterford

State#:

FAP#:

Project: ADA Entrance Improvements At The Police Station

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	44.46	28.51
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	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-----

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, fireproofers/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	36.32	26.81

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)	40.6	32.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+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)	40.1	23.40
14) Roofer (slate & tile)	40.6	23.40

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	40.53
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 journeyman 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: June 10, 2022

SUPPLEMENTARY CONDITIONS

1. Insurance Requirements
2. Worker's Compensation Provision
3. Enumeration of Contract Drawings, Specifications, Appendices and Addenda
4. Sanitary Facilities
5. Non Discrimination
6. Roadway Closings
7. Wages Rates
8. Contract Bid Breakdown (Lump Sum)
9. Funding Requirements

1. Insurance Requirements

INSURANCE REQUIREMENTS

Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name **the Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company (ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella*	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$2 000,000
	EL Disease Each Employee	\$2 000,000
	EL Disease Policy Limit	\$2 000,000

The Town of Waterford must be named as "Additional Insured" on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

2. Worker's Compensation Provision

Before entering into the contract for the project, the successful bidder must comply with all aspects of Section 31-286a of the Connecticut General Statutes, including providing the Town with a current statement from the State Treasurer that, to the best of his knowledge and belief as of the date of the statement, the Contractor or any of his Subcontractors was not liable to the State for any Worker's Compensation payments made pursuant to Section 31-355 of the Connecticut General Statutes.

Contract documents will not be signed until the statement has been received by the Town from the State Treasurer.

3. Enumeration of Contract Drawing, Specifications, Appendices and Addenda

The following are the contract drawings, specifications, appendices and addenda which form a part of this contract as set forth in the General Conditions.

Specifications

Specifications and Bid Form for Police Department ADA Entrance

Information for Bidders
Bid Proposal
General Conditions
Supplementary Conditions
Special Provisions

Addenda

Number and Date

Plans

ME-1
21-07

4. Sanitary Facilities

The Contractor shall provide temporary sanitary facilities for his employees. These facilities shall be cleaned regularly and in all ways comply with the State and Town Health Regulations.

5. Nondiscrimination

Discrimination is prohibited under this contract.

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation under any program or activity of a recipient government which government receives funds made available under Subtitle A of the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (hereinafter referred to as discrimination on the basis of age) or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973, (hereinafter referred to as discrimination on the basis of handicapped status) or any prohibition against discrimination on the basis of religion, as well as any exemption from such prohibition as provided in the Civil Rights Act of 1964 or the Civil Rights Act of 1968 (hereinafter referred to as discrimination on the basis of religion) shall also apply to any such program or activity.

All of subpart E or Regulations governing the Payment of Entitlements under Title I of the State and Local Fiscal Assistance Act of 1972 as Amended by the State and Local Fiscal Assistance Amendments of 1976 applies.

The Town of Waterford does not discriminate against individuals with disabilities as provided in the Americans With Disabilities Act (ADA). The Town expects that the vendors and/or contractors with whom it does business will comply with the American With Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful vendor/contractor will be required to sign a statement agreeing to comply with the provisions of ADA.

6. Roadway Closings

In certain cases, where deemed necessary for protection of the public, the Town MAY officially close a road to vehicular traffic for a specified period of time. Prior to closing any roads in accordance with this paragraph, detours shall be established by the CONTRACTOR, approved by the OWNER, and suitable signs erected. Access to all homes and business shall be maintained at all times for area residents and emergency vehicles.

7. Wage Rates

Notice is given that Section 31-53 of the Connecticut General Statutes, as amended, **may apply** to this Contract. The provisions of this section **shall not apply** where the total cost of all work to be performed by contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000.00) or where the total cost of all work to be performed by contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any

public works project is less than one hundred thousand dollars (\$100,000.00). Upon the award of any contract subject to the provisions of this act, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract.

To the extent Section 31-53 of the Connecticut General Statutes applies, the following provision shall be deemed inserted into the Contract Documents pursuant to C.G.S. section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this Contract in the trade or occupation listed at the end of this section, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractors and such laborers and mechanics.

The wage rates have been determined by the State Labor Department and the contractor in payment of wage shall be bound by such schedules in the performance of the work herein provided.

In accordance with Public Act 93-392, as may be from time to time amended, the Contractor shall submit monthly to the Town a certified payroll (Forms WWS-CP1 and CP2) accompanied by a Statement of Compliance. Samples of these forms are included with the wage rates.

In accordance with Public Act 02-69, as may be from time to time amended, the contractor shall contact the Labor Commissioner on or before July first of each year for the duration of this contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

The annual adjustments will be posted on Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the Department of Labor.

8. Contract Bid Breakdown (Lump Sum)

The Contractor shall furnish a breakdown of each lump sum bid within 10 days after date of award of contract. Partial payments will be based on this breakdown. The Contractor's breakdown will be reviewed by the OWNER to insure that costs are proportioned properly between early and late pay items. Any unbalanced items or other discrepancies will be revised by the OWNER and the approved breakdown will be utilized as a basis for progress payment to the contractor

ATTACHMENT A
Commission on Human Rights and
Opportunities Contract Compliance Regulations
Notification to Bidders

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 . .

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 bidder's 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)

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 off bearers; 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)

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

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

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

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)
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