



edm

architecture • engineering • management

pittsfield, ma unionville, ct

888-336-6500

project manual:

**nurse's suite renovations
east windsor middle school
38 main street**

**east windsor
ct**

ews-3612

february 11, 2014

Drawing Number	Drawing Name
CO	Cover
GI-101	General Information Sheet
A-101	Floor Plans
A-901	Finish & Door Schedule, Notes & Details
H-001	HVAC Notes and Schedules
H-101	New HVAC Equipment & Ductwork Plan
H-102	HVAC Refrigerant & Condensate Drain Piping Plan
H-103	Exhaust Hood & Equipment Plan
H-104	Exhaust Hood & Equipment Plan
H-105	Exhaust Hood & Equipment Plan
H-106	Exhaust Hood & Equipment Plan
H-201	HVAC Details
P-101	Plumbing Plans
P-201	Plumbing Notes, Details & Schedules
E-001	Electrical Notes & Legend
E-101	Electrical Plans

SECTION 000200 - INVITATION TO BID

Nurse's Suite Renovations

East Windsor Middle School
38 Main Street
Broad Brook, CT 06016

The Town of East Windsor will receive **sealed bids** for the work as specified herein, until **2:00 PM EST on May 05, 2014**. Contractors deciding not to bid work after receiving bid documents are asked to notify Roger Baker at 860-623-3361 x7255 or rbaker@ewct.org.

Earliest start date is: June 19, 2014.

The date of Substantial Completion is: August 15, 2014

BIDDING INSTRUCTIONS

1. Bids are required to be submitted as required to:

Roger Baker
East Windsor Board of Education
70 South Main Street
East Windsor, Connecticut 06088

2. The enclosed Bid Form must be used so that bids will have equal weight for evaluation.
3. Bids received after the due date and time will be disqualified.
4. Bid documents for the proposed work may be obtained on or after April 21, 2014 by e-mailing Roger Baker at or rbaker@ewct.org. An internet link will be sent to prospective bidders that will allow the downloading of the Project Manual and Construction Documents.

Bid documents for the proposed work may also be examined at, but not removed from, the following location during normal business hours:

The Board of Education, 70 South Main Steet, East Windsor, CT

5. This project will be tax exempt. The Town of East Windsor will provide the successful bidder with a tax exempt certificate as required.
6. This project will require the use of prevailing wages.
7. The Town of East Windsor reserves the right to reject any or all bids and to waive any formalities. After opening of bids, all proposals shall stand available for acceptance for a period of thirty (30) days.

SURVEY OF EXISTING CONDITIONS

1. Bidders are cautioned not to submit proposals until having carefully examined the entire contract area and having made all necessary investigation to inform themselves thoroughly as to the existing conditions and all difficulties involved in completion of the work.
2. A mandatory Pre-bid Conference will be held at the Middle School on April 21, 2014 at 9:00 am.

3. Additional visits to the site must be made by appointment only. Appointments may be made by contacting: Roger Baker at 860-623-3361 x7255 or rbaker@ewct.org.
4. Bid clarification questions must be submitted in writing, and will be accepted until **April 28, 2014 @ 2:00 PM**. Any questions submitted verbally or after the previously noted date and time will not receive a response. Bidder questions submitted in compliance will be responded to in writing and distributed to all bidders by **April 30, 2014**.
5. Contact Architect: EDM, 45 South Main Street, Second Floor, Unionville, CT 06085; Tim Widman twidman@edm-ae.com with questions, re: Project Manual and Construction Documents.

END OF DOCUMENT 000200

SECTION 003100 - BID FORM

SAMPLE BID FORM

(To be submitted on Bidders Letterhead)

To: Roger Baker
East Windsor Board of Education
70 South Main Street
East Windsor, Connecticut 06088

Pursuant to the construction of:

Nurse's Suite Renovations
East Windsor Middle School
38 Main Street
Broad Brook, CT 06016

1. The undersigned BIDDER, pursuant to Bid Documents and Bid Requirements and the Contract Drawings and Project Manual for the Nurse's Suite Renovations, East Windsor Middle School, prepared by **edm** dated February 11, 2014 and proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town of East Windsor, East Windsor, CT, in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract documents as defined in the Agreement Form.
2. The BIDDER accepts all the terms and conditions of the Instructions to Bidders. This Bid will remain open and in force for sixty (60) days after the day of Bid opening. The Bidder will sign the agreement and other documents required by the Contract Documents within three (3) days after the date of the Notice of Award from the Town of East Windsor.
3. In submitting this Bid, the BIDDER represents that:
 - a. The BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE OF ADDENDUM</u>
_____	_____
_____	_____

- b. The BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as the BIDDER deems necessary.

4. The BIDDER will complete the Work for the following price:

LUMP SUM CONTRACT PRICE: _____ Dollars

(\$_____).

The BIDDER agrees that the Work will be substantially complete by August 15, 2014.

5. Communications concerning this Bid shall be addressed to _____

6. The terms used in this Bid are defined in the General Conditions of the Construction Contract, included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(General Partner)

Business Address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

SUBMITTED on _____, 2014.

END OF BID FORM 003100

DRAFT AIA[®] Document A105[™] - 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«Temp»
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « » , and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

<< >>

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than << >> (<< >>) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11. (Insert the date of commencement, if it differs from the date of this Agreement.)

<< >>

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

<< >> (\$ << >>)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of Work

Value

<< >>

<< >>

§ 3.3 Unit prices, if any, are as follows:

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

Item

Units and Limitations

Price per Unit (\$0.00)

<< >>

<< >>

<< >>

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

<< >>

<< >>

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<< >>

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

<< >> % << >>

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
-------------------	-----------------------------

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

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.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

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

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may 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 in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

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

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

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

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and

equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)
« »
« »

(Printed name, title and address)

CONTRACTOR (Signature)
« »
« »

(Printed name, title and address)
LICENSE NO.:
JURISDICTION:

SUPPLEMENTARY GENERAL CONDITIONS

Attached to and forming part of AIA A105 Contract between the Town of East Windsor and

_____ for Nurse's Suite Renovations, East Windsor Middle School
[insert name of contractor]

GENERAL

- A. The following supplements modify certain Articles of AIA Document A105-2007 "Standard Form of Agreement between Owner and Contractor for a Residential or Small Commercial Project". These supplements, replacements or revisions shall take precedence over the requirements of the AIA A105.
- B. Where any Article of AIA Document A105 is modified, or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary General Conditions, the unaltered portions of that Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 5 – INSURANCE – Add the following new Subparagraphs and Clauses:

5.6 The Town of East Windsor requires all Contractors, subcontractors, sub-subcontractors, vendors, and suppliers to carry appropriate insurance, and to indemnify and hold harmless the Town of East Windsor for any loss resulting from bodily injury or property damage which may arise from their operations, employees, or agents, and to add the Town of East Windsor as an additional insured to their General Liability, and Excess policies, as their interests may appear as per clause 14.1.2.6 following. The Contractor shall ensure that all subcontractors, sub-subcontractors, vendors and suppliers are insured as per clause 14.1.2 below.

5.7 Accordingly, prior to the acceptance of any bid or commencing to start work at any Town of East Windsor facility, an individual or company is required to submit a Certificate of Liability at his/her/its expense the following minimum insurance and file certificates of insurance evidencing said coverage with the Town of East Windsor. The Town of East Windsor may, at its discretion, require certified copies of any policies at any time including prior to the acceptance of any bid or permitting the commencement of work for the Town of East Windsor.

Certificates should be sent to:

Town of East Windsor

.1 General Liability

- | | | |
|--------------------------|-----------|-------------------------------|
| <input type="checkbox"/> | 1,000,000 | General Aggregate |
| <input type="checkbox"/> | 1,000,000 | Products/Completed Operations |
| <input type="checkbox"/> | 1,000,000 | Personal & Advertising Injury |
| <input type="checkbox"/> | 1,000,000 | Occurrence |
| <input type="checkbox"/> | 50,000 | Fire Damage Legal Liability |
| <input type="checkbox"/> | 50,000 | Medical Expense |

Coverage is to include Broad Form Property Damage, XCU hazard (if appropriate), Contractual Liability and be Occurrence Form unless otherwise agreed.

.2 Auto Liability

- 1,000,000 Combined Single Limit

Coverage is to include "Any auto" or "All Owned Autos or Scheduled Autos and Hired Autos and Non-Owned Autos"

.3 Workers' Compensation

- Statutory Workers' Compensation

.4 Employers' Liability

- 500,000 Each Accident
- 1,000,000 Disease - Policy Limit
- 500,000 Disease - Each Employee

This coverage is not required of proprietorships and partnerships, which have *no employees*. If any employees are subcontracted including "independent contractors", workers compensation and employers liability coverage will be required, even if the employees are considered "independent Contractors". A statement via letter must be provided with the certificates or policy copies stating that the firm has no employees or hired labor other than the proprietor or partners. A certificate showing coverage of Health Insurance is required of all sole proprietors and partners. All costs including without limitation any fines or charges resulting from government action or other enforcement action including job shutdown, costs of job shutdown, claims from individuals for workers compensation coverage, or any legal expenses that the Town of East Windsor may have resulting from failure of any contractor, subcontractor or subcontractor, vendor or supplier to comply with this insurance shall be charged to the responsible party, and that party shall reimburse the Town of East Windsor.

.5 Excess Liability

- 1,000,000 Each Occurrence
- 1,000,000 Aggregate

Umbrella Form required unless otherwise agreed.

.6 Special Conditions / Other Coverages

The contractor is required to add the Town of East Windsor to its General Liability and Employers Liability insurance policies with the following wording: *The Town of East Windsor, and any present or former trustees, officer, director, employee, volunteer worker, agent and assigns and students is added to this policy as additional insured.* (Auto insurers and workers compensation insurers will not add additional insured's.)

.7 This insurance requirement shall not be construed in any way as limiting the extent to which the Contractor or any of its subcontractors may be held liable or responsible for the payment of any damages, losses, or claims from any person or entity including the Town of East Windsor.

.8 The Town of East Windsor carries an "All Risk" Builder's Risk Property Insurance policy with a \$50,000 deductible. The Contractor is responsible for any deductible amount applicable to claims resulting from the Contractor's acts or omissions.

ARTICLE 7 – OWNER

Paragraph 7.1 – Add the following Subparagraph:

7.1.3 The Contractor will be furnished free of charge, one set of black line prints, and one set of bound and unbound Project Manuals. Additional copies will be the responsibility of the Contractor.

ARTICLE 8 – CONTRACTOR

Paragraph 8.3 – Add the following Subparagraphs and Clauses:

8.3.3 The Contractor shall be responsible to the Town of East Windsor 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.

8.3.4 Project Coordination:

- .1 Before starting the Work, schedule a meeting with the Town's Project Manager, Architect and others as necessary to review phasing of the Work.
- .2 Submit a list of key individuals, including the superintendent and other personnel at the site, with addresses and telephone numbers where they can be contacted, both on site and after-hours.
- .3 No building utility, or protection service shall be disrupted without prior knowledge and consent of the Town of East Windsor or the East Windsor High School. Requests for interruptions shall as described below.
- .4 Work shall be accomplished between 7 a.m. and 5 p.m., Monday through Friday. Work required at any other time is to be arranged in advance and approved by the Town's Project Manager.

8.3.5 Interruption Requests:

- .1 The Contractor shall not tamper with or disable any equipment or alarm systems, including but not limited to Fire or Smoke Alarms, Intrusion Alarms, One Card Access, Environmental Alarms, without prior consent of the Town of East Windsor.
- .2 The Contractor shall request interruption approval a minimum of 72 hours in advance of any utility interruption. There shall be no additional cost associated with this request.
- .3 All utility (electrical, water, sewer, gas, telephone, hot water, steam, and air conditioning) interruptions are to be requested to the Town's Project Manager who reserves the right to determine an acceptable schedule unless other times are agreed to in writing.
- .4 The Contractor shall notify the Town's Project Manager IMMEDIATELY if any utility is damaged or disrupted due to an accident or oversight or found damaged by Contractor in the course of project work.

8.3.6 Access:

- .1 Contractor shall sign out any keys or access cards to be used and will return them at the close of the same day unless other arrangements are made with the Town of East Windsor.
- .2 Contractor shall make parking arrangements for all personal vehicles entering and remaining on campus for more than ½ hour.

Subparagraph 8.4.1 – Add the following Clauses:

- .1 The Contractor is to make arrangements for delivery and storage of materials at project site. Storage of materials will be allowed at Work site unless such storage disrupts or blocks access and/or progress of the Work. The Town of East Windsor reserves the right to ask the Contractor to relocate or remove surplus materials, equipment or tools and store them off the School Campus should, in the Town of East Windsor's sole opinion, it cause such an obstacle. Contractor agrees to comply immediately upon such request, without additional charge to the Town of East Windsor.
- .2 The Contractor may make substitutions only with the consent of the Town of East Windsor, after evaluation by the Architect and in accordance with a Change Order.
- .3 Town of East Windsor Furnished Materials and Equipment: The Town of East Windsor may furnish certain of material and equipment to be incorporated into the Work. Costs for installation are to be included in the Contract Sum. Town of East Windsor furnished materials and equipment will be clearly identified in the Contract Documents.

Paragraph 8.5 - Add the following new Subparagraph:

8.5.1 This warranty shall be in effect for one year from the date of issuance of the Certificate of Substantial Completion for the Project or designated portions thereof, and shall be in addition to, not a substitute for, any other rights of the Town of East Windsor required by the Contract Documents or under local law.

Paragraph 8.6 - Add the following new Subparagraph:

8.6.1 Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials, supplies or products purchased for this Project and exempted by such regulations shall not be included in the Contract Sum. The Town of East Windsor will furnish tax exemption number to the successful Bidder.

Subparagraph 8.7.1 – Add the following new Clause:

- .1 Before commencing Work, the Contractor shall submit proof, in writing, that required permits have been obtained.

Paragraph 8.8 - Add the following new Subparagraphs and Clauses:

8.8.1 General: The Contractor shall submit product data, shop drawings, and samples to Architect in ample time to permit review and resubmittal in order to meet the Contract time schedule. Delays caused by failure to promptly submit shop drawings and samples shall not be cause for extension of completion date or substitution of products.

- .1 The Contractor shall accompany each submittal with a completed transmittal/submittal coversheet. Include project name, Contractor, supplier or fabricator. Identify material or product, and note any deviation from the requirements of the Contract Documents.
- .2 The Contractor shall review all material and stamp with approval prior to submittal to the Architect.
- .3 Submittals made without the Contractor's stamped approval, complete identification, or transmittal/submittal coversheet will be returned to the Contractor for correction.
- .4 The Architect will review and return shop drawings and samples within a reasonable time after receipt.
- .5 Facsimile (FAX) submittals will not be accepted by the Architect.

8.8.2 Shop Drawings and Product Data:

- .1 Submit shop drawings and product data electronically. Submittals shall be e-mailed in PDF format from the contractor to the Architect for distribution. The name of the project and specification section shall be in the subject line of email.
- .2 The Contractor shall ensure that shop drawings show subject work in detail. The Contractor shall show contiguous work by other trades for proposed relationship and transition.
- .3 The Contractor shall not fabricate or install work until shop drawing have been reviewed and approved by the Architect.
- .4 The Contractor shall not use reproductions of Contract Drawings for shop drawings.

8.8.3 Samples:

- .1 The Contractor shall submit samples that show the full variation of color, type, size, finish, and texture of the materials.
- .2 The Contractor agrees that material furnished for the project which are not equal to or which show excessive variation of finish from previously submitted samples shall be immediately removed from the Project and replaced with materials as per those submitted as samples, without additional cost to the Town of East Windsor.

Paragraph 8.9 - Add the following new Subparagraphs and Clauses:

8.9.1 Use of the Site: The Contractor shall limit use of the premises to work in areas indicated. The Contractor shall confine operations to areas within contract limits indicated. The Contractor shall not disturb portions of the site beyond the areas in which the Work is indicated.

- .1 Driveways and Entrances: The Contractor shall keep driveways and entrances serving the premises clear and available to the Town of East Windsor, the Town of East Windsor's employees, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- .2 Parking: The Contractor shall abide to the parking arrangement set forth by the Project Manager of all workers for the Contractor and Subcontractors. The Town of East Windsor guarantees no parking on campus property unless specifically stated. The General Contractor shall be responsible for enforcing the above parking control. Certain areas are critical to the operations of the Town of East Windsor and must be available to the users and visitors. At no time shall vehicles be parked on lawn or landscaped areas. At no time shall Contractor or Subcontractor vehicles block handicap spaces, sidewalks or roadways.
- .3 Fencing: The Contractor shall provide site fencing to prevent people from entering the construction site and getting injured. The fencing must extend around the entire site, establishing a clear perimeter, be substantially installed so that it cannot be easily bypassed and include all potential entry points into the site. Provide clearly visible signage around the perimeter and at entry points stating: CONSTRUCTION AREA – DANGER – KEEP OUT.
- .4 Tree Protections: No activity, parking, storage, construction, etc. will be permitted under the drip line of any tree.

8.9.2 Site Environmental Conditions: Goal: To prevent contaminants from entering surface water and storm water collection systems.

- .1 No work can be done in a wetland resource area including riverfront protection areas and wetland buffer zones without prior approval from the Facilities Management resource protection area coordinator. Each Town of East Windsor vehicle will carry a copy of the

protection area map, and each site work contractor will be given a copy of the map before commencing work.

- .2 All site work disturbing more than 1 acre requires a Storm Water Permit. All permitting is coordinated by the Facilities Management resource protection area coordinator.
- .3 The Contractor shall schedule/phase work to minimize exposed soil.
- .4 The Contractor shall cover all excavated soil, at the end of each work day and during rain or threatened rain events until it is reused or removed from the site.
- .5 The Contractor shall install and maintain silt fences around all areas with exposed soil.
- .6 The Contractor shall install and maintain a "sock" in every catch basin in the vicinity of a site work project.
- .7 The Contractor shall inspect silt fences and catch basin inserts at least weekly and after each rain event keeping a log of inspections.
- .8 The Contractor shall avoid placing soil piles on paved surfaces.
- .9 The Contractor shall divert rainwater around soil piles on pavement, e.g., sandbag the upslope side of the soil pile.
- .10 The Contractor shall hydroseed, or soil tackify as soon as possible on all sloped exposed soil areas.
- .12 The Contractor shall filter any water pumped from an excavation before discharge to a catch basin.
- .13 The Contractor shall maintain on-site a spill clean-up kit that includes several bags of absorbent and a temporary catch basin cover.
- .14 The Contractor shall report all hazardous material releases, includes oil, immediately to the Facilities and Grounds Department and Environmental Health and Safety or after business hours to Public Safety.
- .15 Any and all costs incurred by the Town of East Windsor associated with spills or releases of hazardous materials will be charged back to the responsible contractor, and the Contractor shall reimburse the Town of East Windsor for such expenses
- .16 The Contractor shall place a tarp under all generators and compressors to catch any petroleum release. Any released material must be absorbed and disposed of as hazardous waste.
- .17 The Contractor shall remove all vehicles and equipment from wetland resource areas including riverfront areas and wetland buffer zones at the end of every business day.
- .18 The Contractor shall design storm water collection systems to introduce storm water runoff back into the soil where soil conditions allow. If recharge not feasible, diverted runoff to storm water collection systems to prevent overland flow to water bodies.

8.9.3 Town of East Windsor Use of Premises:

- .1 The Town of East Windsor will occupy the site and existing building during the entire construction period.
- .2 The Contractor shall coordinate work with the Town of East Windsor during construction operations to minimize conflicts and facilitate Town of East Windsor usage.
- .3 During progress of construction, the Town of East Windsor may grant permission to others to use the premises for installation of materials and equipment. The Contractor shall cooperate with the suppliers and installers of such work.
- .4 The Town of East Windsor reserves the right to place and install equipment in completed areas of the building prior to Substantial Completion of the Work, provided that such

occupancy does not interfere with completion of the work. Placing of equipment by the Town of East Windsor shall not constitute acceptance of the total Work.

8.9.4 Contractor Use of Premises:

- .1 Smoking is prohibited in all buildings and within 25 feet of building entrances. The Contractor shall enforce compliance with this rule for its employees and all subcontractors.
- .2 The Contractor shall maintain the existing building in a weather tight condition throughout the construction period.
- .3 The Contractor shall repair damage caused to other Town of East Windsor property or to the Work by construction operations without additional charge to the Town of East Windsor.
- .4 The Contractor shall take all precautions necessary to protect the building and its occupants during the construction period.
- .5 The Contractor shall limit use of the premises to construction activities in the areas indicated. The Contractor shall allow for Town of East Windsor occupancy and public use if adjacent areas outside the Project limit lines.

8.9.5 Use of the Existing Elevators:

- .1 The Contractor will be permitted to use a designated passenger elevator for freight service and for transportation of construction personnel during the construction period. The Contractor shall not use other elevators.
- .2 The Contractor shall make the designated elevator available to the Town of East Windsor at all times and will coordinate use and schedules with the Town of East Windsor.
- .3 The Contractor shall provide protection pads for the cab and maintain other appropriate measures for the entrance doors and frames.
- .4 At Substantial Completion, the Contractor shall restore the elevator used during construction to its original condition.

Paragraph 8.10 - Add the following new Subparagraphs:

8.10.1 The Contractor shall not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

8.10.2 The Contractor shall not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Town of East Windsor's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching.

8.10.3 The Contractor shall not cut or penetrate the existing roof surface for any mechanical or electrical construction which could expose the building interior to water damage or interfere with building occupancy. If any cutting or penetrating of roof membrane is required, the Contractor shall notify the Town of East Windsor prior to any commencing any work.

8.10.4 The Contractor shall cut existing construction using methods least likely to damage adjoining elements, to minimize noise and vibration in the occupied structure. Use hand or small power tools designed for sawing and grinding, not hammering and chopping.

8.10.5 The Contractor shall not perform welding operations or use cutting torches inside the building. Anyone performing hot work (including torching, soldering, welding or any construction that will produce heat, flame or spark) shall obtain a "hot work" permit from the Facilities and Grounds Department.

8.10.6 The Contractor shall restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and finishing.

Paragraph 8.11- Add the following new Subparagraphs and Clauses:

8.11.1 Maintenance and Protection:

- .1 During handling and installation of products at the Project site, the Contractor shall clean and protect the work in progress, as well as the adjoining work, as part of a continuing maintenance program.
- .2 The Contractor shall clean each element at the time of installation. Apply protective coverings on installed work, where required to protect from damage or deterioration, up to Substantial Completion and acceptance of the Work.
- .3 The Contractor shall adjust and lubricate operable components of equipment installed.
- .4 After painting operations have begun in an area, The Contractor shall do cleaning only with commercial vacuum cleaning equipment. The Contractor shall not use brooms.
- .5 The Contractor shall cover existing carpeting and floor finishes to remain to prevent damage and soiling during selective demolition.
- .6 The Contractor shall provide temporary partitions and ceilings where required to separate work areas from Town of East Windsor occupied areas, to prevent penetration of dust and moisture into Town of East Windsor occupied areas, and to prevent damage to existing surfaces, fixtures, and equipment.
- .7 The Contractor shall clean adjacent structures and improvements of dust, dirt and debris caused by selective demolition. The Contractor shall return adjacent areas to their condition existing before start of selective demolition.

8.11.2 Dust Proof – Negative Air Pressure Enclosure:

- .1 All construction within buildings must be conducted within a negative air pressure, dust proof enclosure to be provided by the Contractor.
- .2 The Contractor shall block off all return air grilles with dust tight media within the enclosure.
- .3 Portable mechanical units are to be provided by the Contractor to assure maintenance of negative air pressure in the enclosure during construction.
- .4 Using differential pressure monitors, the Contractor shall verify the maintenance of negative air pressure in the enclosure relative to surrounding areas on a continuous basis.

8.11.3 Waste Disposal:

- .1 The Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the Project site and enforce these requirements strictly.
- .2 The Contractor shall remove and legally dispose of all rubbish, debris, and damaged material. The Contractor shall not allow trash and combustible materials to accumulate in the Building or on the site. The Contractor shall not hold collected materials at the site longer than seven days.
- .3 The Contractor shall not bury or burn waste materials on the site.
- .4 The Contractor shall not wash waste materials into sewers or waterways.
- .5 The Contractor shall transport demolished materials off Town of East Windsor's property and dispose of them legally.
- .6 The Contractor shall not use Town of East Windsor's dumpsters for disposal of waste or building materials.
- .7 The Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary, separately from other inert waste by appropriate containerizing.

- .8 The Contractor shall provide rodent-proof containers conveniently located on each floor level to encourage depositing of garbage and similar wastes by construction personnel.

8.11.4 Hazardous Waste Disposal:

- .1 The Contractor shall be responsible for proper hazardous waste disposal governed by law.
- .2 The Town of East Windsor recycles the hazardous materials listed below. Contractor shall be responsible for not placing these items in the trash. Contractor shall make prior arrangements with the Project Manager prior to delivering all hazardous waste materials listed below to the Facilities and Grounds Department for proper disposal.
 - Fluorescent Tubes
 - Lighting Ballasts
 - Batteries

ARTICLE 12 – PAYMENTS AND COMPLETION

Subparagraph 12.2.1 – Add the following new Clauses:

- .1 Until the Work reaches Substantial Completion, the Town of East Windsor will pay ninety-five percent (95%) of the amount due to the Contractor at the time of each Application for Payment. The remaining 5% will be retained until Final Payment is made.

Paragraph 12.2- Add the following new Subparagraphs and Clauses:

12.2.3 Schedule of Values: Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

- .1 The Contractor shall coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule. The Contractor shall correlate line items in the Schedule of Values with other required administrative schedules and forms.
- .2 Format and Content: The Contractor shall use the Project Manual's table of contents as a guide to establish the format for the Schedule of Values. The Contractor shall provide at least one line item for each Specification Section.
- .3 The Contractor shall arrange the Schedule of Values in a tabular form with separate columns, and in sufficient detail to facilitate continued evaluation of Applications for Payment. The Contractor shall provide at least one line item for each Specification Section. The Contractor shall round off amounts to the nearest whole dollar; the total shall equal the Contract Sum.
- .4 The Contractor shall provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

12.2.4 Payment Application Forms/Time: The Contractor shall use AIA Document G 702 and Continuation Sheets G 703 as the form for Applications for Payment. Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

12.2.5 Application Preparation: The Contractor shall complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Architect will return incomplete applications without action.

- .1 Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. The Contractor shall use updated schedules if revisions were made.

- .2 The Contractor shall include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- .3 Applications shall be consistent with previous applications and payments as certified by the Architect and paid for by the Town of East Windsor.

12.2.6 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- .1 Schedule of Values.
- .2 Contractor's Construction Schedule.
- .3 Submittal Schedule (preliminary if not final).
- .4 List of Contractor's staff assignments.
- .5 Copies of building permits.
- .6 Copies of licenses from governing authorities.
- .7 Certificates of insurance and insurance policies.

12.2.7 Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. Administrative actions and submittals that shall precede or coincide with this application include the following:

- .1 Occupancy permits.
- .2 Warranties and maintenance agreements.
- .3 Test/adjust/balance records.
- .4 Maintenance instructions.
- .5 Changeover information related to Town of East Windsor's occupancy.
- .6 Final cleaning.
- .7 Application for reduction of retainage.

12.2.8 Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

- .1 Completion of Project closeout requirements.
- .2 Completion of items specified for completion after Substantial Completion.
- .3 Transmittal of Project construction records to the Town of East Windsor.
- .4 Removal of temporary facilities and services.

Paragraph 12.5- Add the following new Subparagraphs and Clauses:

12.5.3 Before requesting inspection for certification of Substantial Completion, the Contractor shall complete the following. The Contractor shall list exceptions in the request.

- .1 In the Application for Payment that coincides with, or first follows the date Substantial Completion is claimed, the Contractor shall show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
- .2 If 100 percent completion cannot be shown, the Contractor shall include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- .3 The Contractor shall advise Town of East Windsor of pending insurance change-over requirements.
- .4 The Contractor shall submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

- .5 The Contractor shall obtain and submit releases enabling the Town of East Windsor unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- .6 The Contractor shall deliver tools, spare parts, extra stock, and similar items to the Town of East Windsor.
- .7 The Contractor shall make final change-over of permanent locks and transmit keys to the Town of East Windsor. The Contractor shall advise the Town of East Windsor's personnel of change-over in security provisions.
- .8 The Contractor shall complete start-up testing of systems, and instruction of the Town of East Windsor's operating and maintenance personnel.
- .9 The Contractor shall discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- .10 The Contractor shall complete final clean up requirements, including touch-up painting. The Contractor shall touch-up and otherwise repair and restore any marred exposed finishes.

ARTICLE 15 – MISCELLANEOUS PROVISIONS – Delete Article 15.2 and replace with the following new Article:

15.2 TESTS AND INSPECTIONS

15.2.1 The Town of East Windsor will pay for the services of an independent testing laboratory to perform inspections, tests and other services required by the Specifications except as noted below.

- .1 Contractor will bear the expense of failed tests, including re-tests as required to obtain approval.

15.2.2 The Contractor shall employ and pay for an independent agency to perform inspections, tests and similar quality control services, specified in individual Specification Sections, or required by governing authorities, or requested by the Architect, except where they are specifically indicated to be the Town of East Windsor's responsibility, or are provided by another identified entity.

- .1 Contractor will bear the expense of failed tests, including re-tests as required to obtain approval.

ARTICLE 17 – REFERENCE STANDARDS – Add the following new Article:

17.1 REFERENCE STANDARDS

17.1.1 Basic Contract definitions are included in the General Conditions of the Contract.

17.1.2 Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect", and similar phrases. However, no implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

17.1.3 The term "approved", where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Architect as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.

17.1.4 The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the

construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

17.1.5 The term "furnish" is used to mean "supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations."

The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

17.1.6 The term "provide" means "to furnish and install, complete and ready for the intended use."

17.1.7 Installer:

- .1 An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations.
- .2 Installers are required to be experienced in the operations they are engaged to perform.
- .3 The term "experienced", when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.

17.1.8 Project Site: Space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project.

17.1.9 Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

ARTICLE 18 – EQUAL OPPORTUNITY – Add the following new Article:

18.1 EQUAL OPPORTUNITY

18.1.1 The Contractor shall maintain policies of employment as follow:

- .1 The Contractor, its Subcontractors and sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- .2 The Contractor, its Subcontractors and sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

END OF SUPPLEMENTARY GENERAL CONDITIONS

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Project: East Windsor Middle School Nurses Suite Renovation

**Minimum Rates and Classifications
for Building Construction**

ID# : B 18974

**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:

Project Town: East Windsor

State#:

FAP#:

Project: East Windsor Middle School Nurses Suite Renovation

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.00	27.41
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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**		
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2) Boilermaker	35.24	25.01

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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.46 + a
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3b) Tile Setter	33.05	23.28
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	25.95	19.82
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3e) Plasterer	32.50	27.46
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-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman, fence erector.	26.65	17.15
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4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
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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	26.65	17.15
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4d) Group 5: Air track operators, Sand blasters	27.15	17.15
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4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
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4i) Group 10: Traffic Control Signalman	16.00	17.15
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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.	30.45	21.65
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5a) Millwrights	30.78	22.15
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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)	37.60	22.22+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.15	26.785+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.37	6.5%+10.04
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Linemen/Cable Splicer	44.30	6.5%+17.70
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8) Glazier (Trade License required: FG-1,2)	34.18	17.75
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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 Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; 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" Mandrell)	34.01	21.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
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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).	32.53	21.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 30.49 21.55 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 30.49 21.55 + a

Group 12: Wellpoint operator. 30.43 21.55 + a

Group 13: Compressor battery operator. 29.85 21.55 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 28.71 21.55 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 28.30 21.55 + a

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Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.62	17.75
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10b) Taping Only/Drywall Finishing	31.37	17.75
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10c) Paperhanger and Red Label	31.12	17.75
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10e) Blast and Spray	33.62	17.75
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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13) Roofer (composition)	31.70	17.36
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14) Roofer (slate & tile)	32.20	17.36
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	33.84	31.18
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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)	39.31	26.27
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
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17e) 4 Axle Ready Mix	28.13	18.27 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
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19) Theatrical Stage Journeyman	22.22	6.53
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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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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.

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SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Project Description.
 - 2. Protection of Persons and Property.
 - 3. Project Coordination.
 - 4. Record Documents.
 - 5. Scheduling.
 - 6. Project Meetings.
 - 7. Temporary Facilities.
 - 8. Material and Equipment.
 - 9. Installation Standards.
 - 10. Contract Closeout.
 - 11. Reference Standards.

1.3 PROJECT DESCRIPTION

- A. The Project consists of renovations to create a new Nurse's Suite.
 - 1. Project Location: East Windsor Middle School, 38 Main Street, Broad Brook, CT.
 - 2. Owner: East Windsor Schools.
- B. Contract Documents, dated 02.11.14 were prepared for the Project by: EDM, 45 South Main Street, Unionville, Connecticut, 860-233-8282, Tim Eagles, AIA, Project Architect.

1.4 PROTECTION OF PERSONS AND PROPERTY:

- A. Contractor shall assume responsibility for construction safety at all times and provide, as part of contract, all trench or building shoring, scaffolding, shielding, dust/fume protection, mechanical/electrical protection, special grounding, safety railings, barriers, and other safety feature required to provide safe conditions for all workmen and site visitors.

1.5 PROJECT COORDINATION:

- A. Before starting the Work, schedule a meeting with the Owner, Project Manager, Architect and others as necessary to review schedule of the Work.
- B. Submit a list of key individuals, the superintendent and other personnel at the site, with addresses and telephone numbers where they can be contacted.
- C. No building utility, or protection service shall be disrupted without prior knowledge and consent of the Owner.
- D. Work shall be accomplished between 7 a.m. and 5 p.m., Monday through Friday. Work required at any other time is to be arranged in advance and approved by the Owner.

1.6 RECORD DOCUMENTS:

- A. Maintain a set of Construction Documents separate from those used for construction. Clearly identify it as the Record Set and keep it current.
 - 1. Record on the Drawings information on construction-in-place, which varies from the Contract Document data.
 - 2. Carefully locate hidden utilities, as they are uncovered or as installed. Record locations from permanent structures.
- B. On completion of the project, transfer data from the field Record Drawings to a fresh set of prints which will be provided by the School.
 - 1. Submit the prints to the Architect for review.

1.7 SCHEDULING

- A. The Contractor shall prepare a written schedule of work (progress schedule) based upon the School's requirements and the Contractor's experience. State lead time for receipt/fabrication of required materials.
 - 1. Bar-Chart Schedule: Within ten (10) days of receipt of Notice of Award or contract, whichever is sooner, each Contractor shall submit a comprehensive bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, and including minor units which are, nevertheless, involved in overall sequencing of the work. Arrange schedule to graphically show major sequences required in intermeshing of work to be done by others.
 - 2. Take into consideration delays and discontinuity of work which may be necessary for proper sequencing.
 - 3. The schedule shall be submitted to and be approved by the School prior to commencement of any work and shall be discussed at the first pre-construction meeting.

1.8 PROJECT MEETINGS:

- A. The Contractor shall schedule and administer project meetings at least once every two weeks to review progress of the Work, status of the construction schedule, submittals, pending changes and substitutions, and other items affecting progress of the Work.
- B. The Contractor shall prepare agenda, preside at meetings, record minutes, and distribute copies to participants, the Architect and Owner, and to others affected by the decisions made.

1.9 TEMPORARY FACILITIES:

- A. Water Service: The Owner will provide, maintain and pay for costs of operating water system.
 - 1. Contractor shall install distribution piping for service during the construction period.
- B. Electric Power Service: The Owner will provide maintain and pay for costs of electric power service.
 - 1. The Contractor shall install temporary power distribution system, disconnects, extension cords and wiring devices of sufficient size, capacity and power characteristics to accommodate performance of work during the construction period.
 - 2. The Contractor shall provide temporary lighting in all work areas to meet or exceed standards required by O.S.H.A.

- C. Telephones: Contractor to equip their on-site personnel, including project manager and superintendent with a cellular telephone that has good service at the project site.
- D. Toilet and Wash Facilities: Contractor may use owner's designated toilet and wash facilities during construction. Do not use wash facilities for cleaning tools or equipment.
- E. Field Office: The Owner will provide temporary space in the existing building for use by the Contractor.
- F. Temporary Enclosures: Provide temporary partitions and ceilings where required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing surfaces, fixtures, and equipment.
- G. Protection of Installed Work: Provide temporary protection for installed products. Control traffic in immediate area to minimize possible damage.
- H. Temporary Fire Protection: Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses.
 - 1. Smoking is prohibited in the building.
 - 2. Store combustible materials in containers in recognized fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires.

1.10 MATERIAL AND EQUIPMENT:

- A. Product Specification Requirements: Where only a single product or manufacturer is named, furnish the product indicated. When two or more products or manufacturers are named, furnish one of the products indicated.
- B. No substitutions will be permitted.
- C. Performance Specification Requirements: Where Specifications require compliance with performance requirements, furnish products that comply with these requirements which are recommended by the manufacturer for the application indicated.
- D. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- E. Schedule delivery to minimize storage at the site and to prevent overcrowding of construction spaces.
- F. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products, subject to damage by the elements, above ground and under cover, in a weathertight enclosure with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.11 INSTALLATION STANDARDS:

- A. Place work in correct position and, unless specifically called for otherwise, build and install parts of the work level, plumb, and square.
- B. Paint aluminum embedded in masonry or in contact with dissimilar metals with bituminous paint.
- C. Inspect each product upon delivery and again immediately before installation. Do not install damaged or defective products, materials, or equipment.

1.12 CONTRACT CLOSEOUT:

- A. Substantial Completion: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 2. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 3. Advise Owner of pending insurance change-over requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 6. Deliver tools, spare parts, extra stock, and similar items.
 - 7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 - 8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel.
 - 9. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - 10. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finished.
- B. Final Clean-Up and Repair:
 - 1. Remove remaining temporary construction, excess material and equipment.
 - 2. Remove waste, foreign matter, and debris resulting from construction, from the building areas and the site.
 - 3. Restore material, property and construction damaged by construction personnel and equipment during performance of the Work.
 - 4. In addition to removal of debris and cleaning included in other Sections, clean exposed-to-view surfaces of the Work.
 - 5. Clean and renovate permanent products and systems used to provide temporary services and facilities during construction. This includes, but is not limited to:
 - a. Replacing air filters and cleaning the inside of ductwork and housings.
 - b. Replacing significantly worn parts and parts that have been subject to severe operating conditions.
 - c. Replacing lamps in the lighting system that are burned out or noticeable dimmed.
 - 6. Remove temporary protection and labels which are not required to remain.
 - 7. Replace damaged or broken glass and other damaged transparent materials.
 - 8. For air handling units used during construction, clean permanent filters, replace disposable filters. Clean ducts, blowers, and coils of units operated without filters.

- C. Preliminary Procedures: Before requesting inspection for certification of completion, submit the following. List exceptions in the request.
1. Final payment request with releases and supporting documentation not previously submitted and accepted.
 2. Certificates of insurance for products and completed operations where required.
 3. Updated final statement, accounting for final additional changes to the Contract Sum.
 4. Certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and that the list has been endorsed and dated by the Architect.
 5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 6. Consent of surety to final payment.
 7. Evidence of final, continuing insurance coverage complying with insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010000